



## **Order under Section 31 Residential Tenancies Act, 2006**

**Citation:** Riesen v Maxwell, 2023 ONLTB 71655

**Date:** 2023-11-03

**File Number:** LTB-T-017219-22

**In the matter of:** Hanger 1, 97 AIRPORT RD  
SEGUIN ON P2A2W8

Tenant

**Between:** Josiah Scott Riesen

**And**

Landlord

Garret Maxwell

Josiah Scott Riesen (the 'Tenant') applied for an order determining that Garret Maxwell (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on October 16, 2023.

Only the Tenant attended the hearing.

As of 3:01 p.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence

### **Determinations:**

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$121.00.
2. The Tenant testified that he vacated the rental unit on March 31, 2022.

### *Substantial Interference*

#### *Access to Internet*

3. The Tenant submitted that the Landlord substantially interfered with his reasonable enjoyment of the unit by denying the Tenant access to internet.

4. The Tenant testified that according to the verbal tenancy agreement, the Landlord was to provide the Tenant with free access to internet. The tenancy commenced on October 4, 2020.
5. On March 18, 2022, the Tenant alleged that the Landlord denied his request to connect his work equipment directly with a cable to the internet modem. The Tenant testified that this was a requirement for his employment.
6. The Tenant testified that on March 23, 2022, the Landlord changed the password to the Wi-Fi and as a result the Tenant was not able to use the internet. The Landlord refused to provide the Tenant with the password.
7. The Tenant testified he had to upgrade his phone services to access internet and could not work as he could not connect his work equipment to the modem.
8. Based on the uncontested evidence before me, I do not find the Landlord's refusal to allow a direct cable connected from the Tenant's room to the modem unreasonable. The internet had been provided via Wi-Fi since the start of the tenancy and the Landlord does not have to agree to the Tenant's unilateral request to change the method of internet access.
9. However, I do find that the Landlord interfered with the Tenant's access to the internet and this seriously interfered with the Tenant's reasonable enjoyment of the premises. After changing the password and refusing to provide the password to the Tenant, the Tenant had to secure his own access to internet.

#### *Access to Mail*

10. The Tenant testified that the rental unit has no legal address and that his mail and parcels were accepted by the Landlord's company located at the rental property. The rental unit is located in an airport hangar. The Tenant alleged that the Landlord instructed the airport operator not to accept his mail and he was contacted by an agent of the Landlord via email on March 23, 2022 that his mail and parcels will no longer be accepted and will be returned to sender. The Tenant submitted that he lost phone bills and bank statements due to this and had to contact and pay Canada Post to put his mail on hold.
11. Based on the uncontested evidence before me, I find the Landlord interfered with the Tenant's access to mail and this seriously interfered with the Tenant's reasonable enjoyment of the premises. The Landlord, without valid reasons, stopped accepting mail and because of this, the Tenant had to find alternative methods to secure his mail.

#### *Harassment, etc*

12. The Tenant alleged that the Landlord has been harassing him and his father with calls and text message since March 7, 2022 with threats to dispose the Tenant's belongings, threats to withhold internet, and pressure to coerce the Tenant to vacate.
13. The Tenant submitted into evidence text messages from the Landlord to him and text messages from his dad to him.

14. There was insufficient evidence before me to find that the Landlord harassed, obstructed, coerced, threatened or interfered with the Tenant. The Tenant's father did not attend the hearing as a witness nor did the Tenant persuade me the Landlord's actions amounted to a level of harassment. The Tenant testified that the Landlord was also talking to other tenants or individuals about him but again, there were no witnesses present at the hearing to substantiate this claim.

### *Remedies*

#### *Rent abatement*

15. The Tenant requested a 25% rent abatement for the period the Landlord withheld the internet. As the Tenant was able to access internet with an alternative method, I find this request to be unreasonable. The Tenant's entitlement to out-of-pocket expenses will be clarified below.

#### *Out of pocket expenses*

16. The Tenant requested \$55.50 per month for two months for the increased cost he had to pay his cell phone service provider to access internet. The Tenant testified he could not cancel or downgrade his service and had to pay the increased amount for April and May 2022.
17. The Tenant requested \$10.00 for the fee paid to Canada Post for holding his mail.
18. I find these claims to be reasonable. As such, the Tenant is entitled to reimbursement in the amount of \$121.00.
19. The Tenant requested compensation of \$924.00 for missing work training and \$16.50 per hour for work hours missed due to his inability to connect his work equipment to the modem directly. As explained above, I do not find the Landlord's refusal for a direct connection from the Tenant's equipment to the modem unreasonable and as such this claim is dismissed.

#### *Returned property*

20. The Tenant requested that the Landlord return a flight book in his possession. There were no details of this claim and the Landlord, in my view, would not have understood what the Tenant was seeking based on the application. As such, this claim is dismissed.

#### *Fine to the LTB*

21. The Tenant requested the Landlord pay a fine to the Board. The Tenant was not able to explain the reasoning for this request. The Tenant testified that he was instructed to check the box on the application by a legal aid representative and while the Landlord's conduct was unfitting, I am not persuaded by the Tenant that a fine is appropriate under the circumstances and as such, this claim is dismissed.

22. The Tenant requested that the Landlord provide him internet access and to stop contacting him and his dad. As the Tenant longer resides in the rental unit and the Tenant affirmed the Landlord no longer contacts him, I find these requests to be irrelevant and are dismissed.

23. The Tenant used a fee waiver to file this application. The Tenant is not entitled to costs for filing this application.

**It is ordered that:**

1. The amount the Landlord shall pay the Tenant is \$121.00. This amount represents the reasonable out-of-pocket expenses the Tenant has incurred.
2. The Landlord shall pay the Tenant the full amount owing by November 14, 2023.
3. If the Landlord does not pay the Tenant the full amount owing by November 14, 2023, the Landlord will owe interest. This will be simple interest calculated from November 15, 2023 at 7.00% annually on the balance outstanding.

**November 3, 2023**

**Date Issued**

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Vicky Liu

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor  
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.