



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

**Citation:** Grant v Palma, 2023 ONLTB 15000

**Date:** 2023-01-16

**File Number:** LTB-T-001701-21

**In the matter of:** 1, 1263 South Baptiste Lake Rd Bancroft  
ON K0L 1C0

**Between:** Joanne Palma Landlords  
John Palma

**And**

Teresa Grant Tenant

Teresa Grant (the 'Tenant') applied for an order determining that Joanne Palma and John Palma (the 'Landlords):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of the Tenant's household;
- harassed, obstructed, coerced, threatened or interfered with the Tenant; and
- withheld or deliberately interfered with the reasonable supply of a vital service, care service, or food that the Landlords are obligated to supply under the tenancy agreement

This application was heard by videoconference on January 9, 2023.

The Landlords and the Tenant attended the hearing.

**Determinations:**

1. The parties agreed that the Landlords would fix up an outbuilding on the Landlords' property (which they referred to as the "bunkie") and that the Tenant would rent the bunkie from the Landlords for residential occupation for \$500.00 per month.
2. The parties also agreed that the Tenant paid the Landlords a \$500.00 deposit pursuant to this agreement.

3. The parties also agreed that the bunkie was never completed and the Tenant never moved into it.
4. The parties disagreed with respect to the date the tenancy was supposed to commence. The Tenant testified that the tenancy was supposed to commence on September 1, 2021. The Landlords testified that there was no fixed date for commencement of the tenancy and that the Tenant would move in whenever the bunkie was ready for occupancy. The Tenant submitted into evidence a document entitled "intent to rent" signed by the Landlord, Joanne Palma, stating that the tenancy was to commence on September 1, 2021. I find this document to be persuasive evidence with respect to the date the tenancy was

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supposed to commence. As a result, I find on a balance of probabilities, based on the evidence before me, that the Tenant has established that the tenancy was to commence on September 1, 2021.

5. This case is complicated by the multilayered relationship between the parties.
6. The Tenant claimed that she performed work for the Landlords and she wanted the Board to order the Landlords to compensate her for this work. The Board does not have jurisdiction over employer/employee disputes or work contracts so I am unable to address these issues.
7. The Landlords also permitted the Tenant to stay in the barn and in the garage when the bunkie was not ready. Significant conflict between the parties arose during this period and the Tenant wanted the Board to order the Landlords to compensate her with respect to these issues. I am not satisfied that the parties were in a landlord-tenant relationship when the Tenant was staying in the garage and in the barn because the parties agreed that neither the barn nor the garage were intended to be used as rented residential premises. I find the parties to be in a licensor/licensee relationship with respect to the use of the garage and the barn. The Board does not have jurisdiction over licensor/licensee disputes so I am unable to address these issues.
8. I am satisfied that by not having the rental unit ready and by not allowing the Tenant to move into it by September 1, 2021, the Landlords substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant.
9. I am not satisfied that this constitutes harassment etc. or that it constitutes withholding or deliberate interference with the reasonable supply of a vital service etc.

#### Remedies:

10. As noted above, many of the remedies sought by the Tenant were with respect to issues that arose outside of the landlord-tenant relationship. Included in these are the following:

- a) \$200.00 for fuel relating to moving out of the garage and staying in the park when the licensor/licensee relationship broke down,
  - b) \$569.05 for set up bills which the Tenant said related to items she purchased so she could stay in the garage/barn,
  - c) \$1,650.00 for not being provided with appliances in the garage/barn, and
  - d) \$123.17 for staying in a motel room on October 3 when the licensor/licensee relationship broke down.
11. Having said that, I find it appropriate to order the Landlords to pay the Tenant \$500.00 representing return of the deposit she paid to the Landlords, \$200.00 representing the storage expense she incurred because the rental unit was not provided to the Tenant, and \$53.00 representing the fee for filing the application with the Board.
  12. Although the Tenant sought compensation for moving to the garage/barn and out of the garage/barn, I find only one of these moves to be compensable. This is because only one of these moves flowed from the Landlords' failure to make the rental unit available to the Tenant. In other words, the Tenant only incurred one additional move because of the Landlords' failure to make the rental unit available to her. As a result, I find it appropriate to

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order the Landlords to pay the Tenant \$225.00 with respect to this additional move (i.e. \$75.00 for moving help and \$150.00 for trailer rental).

13. The Tenant also sought compensation for moving her chicken coop to the Landlord's property. As the rental unit was never made available to the Tenant, I find the moving of the chicken coop relates to the licensor/licensee relationship between the parties, not to the landlord-tenant relationship.
14. I do not find it appropriate to order an award for mental and physical suffering or to order the Landlord to pay a fine to the Board. The Landlords' failure to make the rental unit available to the Tenant on September 1, 2021 does not warrant such orders.

**It is ordered that:**

1. The Landlords shall pay to the Tenant \$978.00 representing return of the deposit, storage expenses, moving expenses, and the cost of filing the application.
2. If the Landlords do not pay the Tenant the full amount owing on or before January 27, 2023, the Landlords will start to owe interest. This will be simple interest calculated from January 28, 2023 at 5.00% annually on the balance outstanding.

**January 16, 2023**

**Date Issued**

15 Grosvenor Street, Ground Floor,  
Toronto ON M7A 2G6

Richard Ferriss

Member, Landlord and Tenant Board

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

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