



**Order under Section 69
Residential Tenancies Act, 2006**

Citation: Renaud v Mccafferty, 2024 ONLTB 70074

Date: 2024-09-23

File Number: LTB-L-041442-24

In the matter of: 272 LANSDOWNE AVE
NORTH BAY ON P1B6Y1

Between: Christopher Donald Renaud

And

Tara Mccafferty

I hereby certify this is a
true copy of an Order dated
SEP 23, 2024
Landlord and Tenant Board

Landlord

Tenant

Christopher Donald Renaud (the 'Landlord') applied for an order to terminate the tenancy and evict Tara Mccafferty (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 12, 2024.

The Landlord and the Tenant attended the hearing. The Landlord's witnesses, Kwang Pak and Josh Dagg, were also present.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on July 10, 2024. The Tenant agreed to the date she vacated the rental unit. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The lawful rent is \$3,000.00. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to July 10, 2024 are \$6,986.30.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

Section 82 issues

9. Section 82 of the *Residential Tenancies Act* ('Act') permits a tenant to raise issues that could be the subject of a tenant application made under the Act at the hearing of a landlord application:

82 (1) At a hearing of an application by a landlord under section 69 for an order terminating a tenancy and evicting a tenant based on a notice of termination under section 59, the Board shall permit the tenant to raise any issue that could be the subject of an application made by the tenant under this Act if the tenant,

- (a) complies with the requirements set out in subsection (2); or
- (b) provides an explanation satisfactory to the Board explaining why the tenant could not comply with the requirements set out in subsection (2). 2020, c. 16, Sched. 4, s. 16.

(2) The requirements referred to in subsection (1) are the following:

- 1. The tenant shall give advance notice to the landlord of the tenant's intent to raise the issue at the hearing.
- 2. The notice shall be given within the time set out in the Rules.
- 3. The notice shall be given in writing and shall comply with the Rules. 2020, c. 16, Sched. 4, s. 16.

(3) If a tenant raises an issue under subsection (1), the Board may make any order in respect of the issue that it could have made had the tenant made an application under this Act.

10. The Tenant in this case raises the following s. 82 issues:

- a. Frequent messaging
- b. Landlord changed locks
- c. Harassment, bullying and online shaming

11. The Tenant testified that the problems between her and the Landlord arose before the tenancy even started. She messaged the Landlord around the first week of December 2023 to see the house listed for rent. She even gave him \$750.00 as a deposit to keep the house for her, before she saw it, as a gesture of goodwill. She wanted a January 1, 2024, move-in date. The Tenant finally saw the house on December 10, 2023, and agreed to rent it starting December 15, 2023. She told the Landlord she would send the rest of the money by end of day. She forgot to send it as she was busy with work, but the Landlord started "message bombing" her. He changed the locks on December 11 or 12, 2023, even though he apologized about it later. Text messages showing this were submitted into evidence.
12. The Tenant testified that the Landlord was leaving for a trip on January 13, 2024, so he gave her the keys on December 10, 2023, and she moved some items in the same day. Due to the constant messaging and changing of locks she told the Landlord that he could find another tenant if he liked because she was not feeling comfortable moving forward.
13. The Landlord gave her the keys to the new locks before he left for his trip. She promised the Landlord that she would pay January's rent early, by December 20, 2023. The Tenant testified she was setting up a new business and she was very busy so she forgot to do

that. The Tenant testified she paid January 2024 rent on time but not early on December 20, 2023. Again, the Landlord flooded her with emails and texts, belittling her.

14. On January 31, 2024, the Tenant told the Landlord to stop messaging her constantly. He made a Facebook post and because they have a lot of mutual friends, she felt it was direct insult. The Landlord was arrogant about the whole thing. The Tenant consulted a lawyer and the Landlord was asked in a letter to take the post down. A lot of the conversations were one-sided and would last for hours. The Landlord continued to post on social media about her and made her look like a bad tenant. He even started to name her in his posts. She finally blocked him, but it continues to date.
15. The Tenant testified that they live in a small town where everyone knows everyone. She started getting threats from other people. The Landlord even mocked her about her past experience with domestic abuse. He posted her address online. On April 2, 2024, she was threatened by someone and then another threat to her was made shortly after that. She told the Landlord to stop. The Landlord shared pictures of her and her stepdaughter in his post. She felt like she was being stalked. She made numerous police complaints. All of these behaviours ruined her business and pushed her to move out eventually.
16. The Tenant also testified that the Landlord told her he needed to move back into the house, but because he would jeopardize all potential new rental opportunities for her, she was not able to find another place to rent in the small town. She had to live in a shed for a few days. She was evicted from the next house she rented because of the Landlord.
17. The Landlord testified that only few things the Tenant shared are accurate. He testified that the Tenant reached out to him on December 4, 2023, within 30 seconds of him posting his house for rent. His last tenants did not pay rent and he recently had them evicted, so he was a little wary. He shared with the Tenant that he is unemployed and lives with his dad, so the rental income is important for him to pay mortgage and other bills. She assured him she was an excellent tenant and that she was only leaving her current residence as the Landlord was selling. So, when she offered the \$750.00, he was happy. It eased his mind financially.
18. The Landlord testified that the Tenant never paid him the rest of the rent for December 2023. He admitted that he did "chase her" for the first deposit as well. She saw the rental unit on December 10, 2023, and promised to pay by end of day. So, he gave her the keys as a goodwill gesture. He sent her a message few hours later and then two more at intervals. He was stressed as he was leaving the country on December 13, 2023, and he had removed his Facebook ad as well. He was also paranoid due to his previous experience. He changed the locks because the previous tenant also had the key to the house. Eventually, he and the Tenant had a talk and sorted everything out. The Tenant has not to date paid the \$750.00 for December 2023. He submitted all bank e-transfers sent by the Tenant to him to date.
19. The Landlord testified that the Tenant promised to pay the first and last month's deposit plus the \$750.00 by December 20, 2023. Again, she did not pay. As he was out of the country until May 2024, all he could do was message her. He even asked her to forget the last month's rent deposit but to at least pay the first month's rent which she eventually did by December 27, 2023. He never got the last month's rent deposit as promised.

20. The Landlord testified that, other than once, the Tenant never paid on time. He blames this situation on his lack of due diligence. He says that when he started asking around about the Tenant online without mentioning her name, learned more about her. He learned that the Tenant was also charged with domestic abuse against her partner. He also learned that she owed two other landlords' money and was renting from them at the same time as she was renting with him. She was renting houses and sub-letting them, making money in the process, but not paying rent. He discovered she owed close to \$111,000.00 in rent. He says all of this information was already online and in fact, there are news articles about her online. The Tenant responded that those were posted by the Landlord himself.
21. The Landlord agreed he told the Tenant that he wanted to move in. Despite knowing how important rent was for him, she stopped paying rent. He testified that he has never been questioned by police. Also, she was never homeless or sleeping in the shed because she was renting somewhere else at the same time. He admits that he made her actions known more publicly. He never turned off utilities. When he found the house empty on July 7, 2024, he spoke with By-Law and they posted a letter on July 10, 2024. The Tenant never came back as she had already moved out.
22. Kwang Pak, the Landlord's witness, testified that the Tenant along with two other individuals was renting from him, from June 2022 to July 2024. He only received the first, last and two month's rent from his tenants. He was never notified that the Tenant left the rental unit, but he knows the house was sublet to six other people as it was six-bedroom house. The Tenant was evicted by a Board order in his case.
23. Josh Dagg, the Landlord's witness, testified that the Tenant rented from him between August 18, 2022 to August 4, 2024, when she was evicted by a Board order. She stopped paying rent from June 2023. She was the only Tenant on the lease for his house. She owes him close to \$50,000.00 in rent arrears.

Analysis

24. The Tenant claims that the Landlord locked her out of the rental unit.
25. As per the testimony of both parties, the lease started on December 15, 2023. The Landlord gave the Tenant keys on December 10, 2023, but decided to change locks around December 11, 2023 due to the previous tenant having them and because the Tenant did not pay the deposit when she said she would. The lease states that the Tenant has the right to occupy the rental unit on or after December 11, 2023.
26. Section 24 of the Act states that:

24 A landlord shall not alter the locking system on a door giving entry to a rental unit or residential complex or cause the locking system to be altered during the tenant's occupancy of the rental unit without giving the tenant replacement keys.

27. The parties agreed that the locks were altered. The parties also agreed that the Tenant was given a replacement key as soon as they talked on or around December 12, 2023. The Landlord did not withhold the key for more than a day. He gave a cogent and concise reply when asked why he changed locks and he even apologised to the Tenant about it. The Tenant herself testified that she did not plan to move in before January 1, 2024 so the

impact of the lock change on her was minimal. In fact, it did not affect her at all. As such, I do not think rent abatement for this is appropriate.

28. Next, the Tenant claims that the Landlord bombarded her with messages and online shaming.

29. Section 23 of the Act states that:

23 A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

30. The definition of harassment found in the Ontario Human Rights Code is: “engaging in a course of vexatious comment or conduct that is known or reasonably ought to be known to be welcome.” The Act does not define harassment however the Board has relied on the definition in the Code and other similar definitions. The Canadian Human Rights Commission takes the position that harassment “includes any unwanted physical or verbal behaviour that offends or humiliates you. Generally, harassment is a behaviour that persists over time. Serious one-time incidents can also sometimes be considered harassment.”

31. The Landlord texted the Tenant once on December 21, 22 and 23, 2023 as per the texts submitted. There is a reply from the Tenant on December 24, 2023, which mentions the Landlord “spamming” her social media but there has been no evidence of the same submitted.

32. With respect to the Landlord’s text messages to the Tenant in December 2023, I find that this was not harassment. The Landlord texted the Tenant and asked her about the rent. The evidence submitted does not on a balance of probabilities rise to a level of harassment. I do not find asking for rent, when promised, especially in this case rose to a level where I can order a remedy against the Landlord. Some of the issues stem from the Tenant’s own actions or inaction.

33. The Tenant submitted a post that the Landlord made in May 2024, without a date, which does not mention the Tenant’s name. It says that his tenant is not paying rent regularly. There are a lot of comments by other people on the post. Also submitted is a message from the Tenant to the Landlord to stop the posts. A letter dated June 10, 2024, from the Tenant’s Legal Representative urging the Landlord to stop posting online was also submitted. There are many posts on Facebook subsequently naming the Tenant, warning that she has been renting from many Landlords at the same time.

34. The evidence before me shows, on a balance of probabilities, that the Landlord did make online posts about the Tenant and some of these posts are stemming from information as described by Landlord’s witnesses. There is no doubt that the Tenant was renting multiple properties at the same time. There is no doubt that the Tenant did not pay her rent in time or in full. The Landlord may have been asking around for advice initially, but his actions later rose to the level of name calling and harassment.

35. I find that the Landlord’s constant posting on Facebook about the Tenant was harassment. I understand that the Landlord’s frustration may stem from the Tenant’s non-payment of rent but that is not an excuse for the Landlord to behave in this way. The Landlord had already served an N4 notice and applied to the Board for eviction. Some of the remarks were borderline threats to Tenant’s safety. I find on a balance of probabilities that the

Landlord engaged in a course of vexatious comment or conduct that is known or reasonably ought to be known to be unwelcome by the Tenant.

36. The Tenant requested a 100% rent abatement for the entire period covering her tenancy, from December 15, 2023 to July 10, 2024. Abatement of rent is a contractual remedy based on the principle that if a tenant is paying 100% of the rent, then the tenant should be getting 100% of what they are paying for and if they are not getting that, then a tenant should be entitled to abatement equal to the difference in value. In this case, I believe a 20% abatement of rent would fairly address the level of harassment that the Tenant experienced. The abatement will be only from May to July 10, 2024, the date the Tenant vacated, as the Facebook posts against her began in May 2024 according to the evidence before me. The Landlord should have refrained from naming the Tenant, sharing her picture and address in a public forum.
37. Lastly, some of posts were made after the Tenant vacated. There is no remedy at the Board for things that happened after the tenancy terminated. The Landlord is also not responsible for what other people commented. The remedy granted here is solely based on the Landlord's direct conduct which affected the Tenant.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of July 10, 2024, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$7,172.30. This amount includes rent arrears owing up to the date the Tenant moved out and the cost of filing the application.
3. The Landlord shall pay to the Tenant \$1,397.26 as rent abatement.
4. The total amount the Tenant owes the Landlord is \$5,775.04.
5. If the Tenant does not pay the Landlord the full amount owing on or before October 4, 2024, the Tenant will start to owe interest. This will be simple interest calculated from October 5, 2024 at 7.00% annually on the balance outstanding.

September 23, 2024
Date Issued



Sheena Brar
Member, Landlord and Tenant Board

15 Grosvenor St, 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.