



Order under Section 31 Residential Tenancies Act, 2006

Citation: ALLAN v SKYLINE LIVING INC., 2026 ONLTB 1792

Date: 2026-01-06

File Number: LTB-T-042062-23

In the matter of: 112, 2760 5th Avenue West
OWEN SOUND Ontario N4K 5X6

Between: BARI LYNN ALLAN Tenant

And

SKYLINE LIVING INC. Landlord

And

SUSAN ALEXANDER Landlord's Agents
LYNN SUTTER
BOBBI SYLVEST

BARI LYNN ALLAN (the 'Tenant') applied for an order determining that SKYLINE LIVING INC. (the 'Landlord') and SUSAN ALEXANDER, LYNN SUTTER and BOBBI SYLVEST (the 'Landlord's Agents'):

- 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 December 3, 2025 at 12:59 p.m.

The Tenant Bari Lynn Allan and the Landlord's representative and the Tenant attended the hearing.

Determinations:

1. The Tenant lives in a 1-bedroom unit within a multi-residential complex. The unit has a patio.

2. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities related to substantial interference or harassment. Therefore, I find that the Landlord did not harass, obstruct, coerce, threaten or interfere with the Tenant. Therefore, the application is dismissed.

Substantial Interference and Harassment

3. The Tenant alleged the following incidents amounted to substantial interference with the Tenant's reasonable enjoyment of the unit and residential complex and that the Landlord's cumulative approach and behaviour around these incidents amounted to harassment:
 - From October 3, 2022 to November 2022 the Landlord's agent harassed the Tenant about smoking;
 - From April 12, 2023 to April 13, 2023 the Landlord's agent invaded the privacy of the Tenant; and
 - From April 22, 2023 to April 25, 2023 the Landlord failed to act on the Tenant's complaints about harassing behaviour from the Tenant's neighbours in the adjacent unit.

Tenant's evidence

4. The Tenant testified that on October 3, 2022 the Landlord's agent Ms. Lynn Sutter told the Tenant to cease smoking on the Tenant's patio. The Tenant further testified that in November 2022, the Landlord followed up by serving the Tenant with a N5 Notice of termination despite the Tenant complying with the Landlord's requests to smoke in a designated area in the residential complex. The Tenant further testified that she felt unfairly targeted and described the Landlord's approach as unfair.
5. The Tenant further testified that on April 12, 2023 the Landlord's agent Ms. Bobbi Sylvest took photographs of the Tenant while the Tenant was sitting on her patio. The Tenant described this as an invasion of privacy. The Tenant further testified that on April 13, 2023, as well as regularly thereafter, the Landlord's agents would walk up and down the road staring at the rental unit to see whether the Tenant was smoking. The Tenant further described that this behaviour made her feel uncomfortable.
6. The Tenant further testified that in April and May 2023, her neighbour in the adjacent unit as well as the Landlord's agent Susan Alexander, engaged in a series of unwelcomed and harassing behaviours. On April 22, 2023 her neighbour in the adjacent unit installed a video camera that was pointed at the patio of the Tenant's rental unit and the Tenant described this as an invasion of privacy. On April 25, 2023 the Tenant claimed the Landlord's agent Ms. Alexander yelled at the Tenant not to smoke on the patio. In April or May 2023, the Tenant alleged that her neighbour in the adjacent unit sprayed a fragrance in her patio area in an effort to get the Tenant to stop smoking outside.

Landlord's evidence

7. With respect to the incidents in October and November 2022, the Landlord's representative submitted that the Landlord received several complaints about the smell of cigarette smoke coming from the Tenant's unit during this time period and upon investigation found that the Tenant's actions were substantially interfering with the reasonable enjoyment of other persons in the residential complex. The Landlord's representative further submitted that by serving the Tenant with the Board approved notice, the Landlord was merely meeting their obligations under the *Residential Tenancies Act, 2006* ("the Act").
8. The Landlord's representative denied the Landlord's agent's actions as described by the Tenant on April 12, 2023 and April 13, 2023 and further submitted that Landlord's agent's actions, even if true, did not amount to harassment or substantial interference.
9. The Landlord's representative submitted that once the Landlord received the complaint from the Tenant regarding the camera in the adjacent unit on or about April 22, 2023, the Landlord met their obligations under *the Act*, as the Landlord's agent inspected the camera and found that there was no evidence it was invading the privacy of the Tenant. The Landlord's representative further submitted that the Tenant does not deny the Landlord responded to complaints related to the neighbouring tenant. The Landlord denies any agents yelled at the Tenant.

Analysis

10. The question to be determined by the Board is whether the conduct of the Landlord or the Landlord's agents alone or in the aggregate resulted in a substantial interference of the Tenants' reasonable enjoyment of the rental unit.
11. Section 22 of *the Act* provides that a landlord shall not substantially interfere with the reasonable enjoyment of the rental unit for all usual purposes by a tenant.
12. *The Act* further states that:
 - (1) A tenant or former tenant of a rental unit may apply to the Board for any of the following orders:
 - (3) An order determining that the landlord, superintendent or agent of the landlord has substantially interfered with the reasonable enjoyment of the rental unit or residential complex for all usual purposes by the tenant or a member of his or her household.
13. Section 22 of the *Act* states that a Landlord shall not interfere with or harass a tenant.
14. Beyond the Tenant's vague testimony, the Tenant did not provide any concrete evidence that the Landlord or an agent of the Landlord communicated with Tenant in a way that may amount to substantial interference or harassing behaviour including no documentary

evidence regarding the alleged invasions of privacy. Furthermore, I find the Landlord's action of serving an N5 or the Landlord's agents walking on the road adjacent to the residential complex does not amount to harassment.

15. With respect to the complaints regarding the tenant in the adjacent unit, the Tenant led no documentary evidence regarding the alleged invasion of privacy allegations, including no photographs of what the alleged camera was showing. I place no weight on the Tenant's vague description of what she alleged she once saw in a photograph provided to her by her neighbour insofar it allegedly showed a view of her outdoor patio table. The Tenant did not provide a date when she saw the photograph or any context of why her neighbour showed her the alleged photograph. In absence of any additional evidence, I find the Tenant did not meet their burden to show there was an invasion of privacy and even if there was inappropriate behaviour, the Tenant does not deny the Landlord responded to complaints related to the neighbouring tenant; therefore, in this case I find that the Landlord took reasonable steps to address the Tenant's concerns. I am also not satisfied based on the Tenant's' evidence or description of the events that the Landlord's conduct rose to the level of harassment
16. I have found that all of the above claims/incidents in the T2 Application related to substantial interference and harassment do not constitute individual breaches of *the Act*. I also find that these incidents do not cumulatively represent substantial interference with the reasonable enjoyment of the rental unit or residential complex or amount to harassment, obstruction, coercion, threats or interference with the Tenant by the Landlord or Landlords agents. As the Tenant failed to meet their burden, their claim is dismissed.

It is ordered that:

1. The Tenant's T2 application is dismissed.

January 6, 2026
Date Issued

Greg Witt
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.