



Order under Section 31 Residential Tenancies Act, 2006

Citation: stone v Forte, 2025 ONLTB 93393

Date: 2026-01-07

File Number: LTB-T-059046-24

In the matter of: 4, 22 Dixon Road
Etobicoke ON M9P2L1

Between: Jessie Danielle Stone Tenant

And

Stefano Forte Landlord

Jessie Danielle Stone (the 'Tenant') applied for an order determining that Stefano Forte (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.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on September 25, 2025.

The Landlord, the Landlord's Legal Representative Robertson Boyle, the Tenant and the Tenant's Legal Representative Emily Purdy attended the hearing.

Determinations:

1. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities.
2. The Tenant J.S. moved into the 2-BR rental unit on September 15, 2021. The unit is situated on the second floor of a building located in a commercial plaza.
3. The Landlord S.F., 78 yrs. old, also owns and operates the plaza which houses several businesses on the ground floor and he owns and manages the plaza parking lot.
4. J.S. claims that the Landlord consistently interfered with her reasonable enjoyment of the unit. He allegedly caused issues in the parking lot, interfered with her guests and her privacy, made unnecessary noise outside of her unit, called her derogatory names, was profane in his conversations and threatened her with a screwdriver. She contends he

installed cameras that point into her unit, which have alarm systems that blare under her window “at ungodly hours of the day”.

5. She testified that she was induced to vacate because the Landlord’s conduct increased to the point where she could not reasonably enjoy her home. She gave 60-days’ notice to end the tenancy on March 16, 2025 and vacated the unit as of that date.
6. The Landlord S.F. refutes the Tenant’s claims, characterizing her as a ‘problem tenant’ and the instigator of any conflict that occurred between them.
7. The parties submitted post-hearing submissions by October 15, 2025.

The evidence of the Tenant

8. J.S. claims that the landlord-tenant relationship became contentious shortly after she moved into the unit.
9. J.S. states that problems escalated between September 29, 2023 and October 3, 2023, when she asked S.F. to fix the clogged kitchen sink. On October 3, 2023, S.F. attended the unit with his daughter but refused to fix the drain. Instead, she says, “he yelled at me” and an argument ensued. According to J.S., the Landlord’s daughter referred to her as a “black bitch”. Despite this, the daughter persuaded the Landlord to fix the drain.
10. J.S. testified that on or about October 4, 2023, S.F. installed an audio-video surveillance camera underneath her apartment window, without any notice to her. She believed that the camera records noise and verbal communications from within her unit.
11. There is no dispute that the cameras are equipped with an alarm system, which she describes as sounding like a “police siren”. When activated by movement at designated times, the cameras emit a loud audio warning to alleged trespassers. She claims she complained to S.F. that the alarms tend to go off “all night and day”.
12. She says that on October 5, 2023, S.F. installed another surveillance camera in the plaza parking lot, without notice, deliberately pointing the camera lens at her unit. She believed it captured video of the interior of her unit.
13. J.S. states that she is entitled to one parking spot but the location is not designated. Tenants must try to accommodate public parking for the retail businesses. She owns a vehicle.
14. She claims that on or about October 14, 2023, the Landlord “taped paper onto vehicles”. He would frequently “box cars in” by blocking the spot with tires, garbage bins and bricks if he felt the drivers had no right to park there. She submits that this created a hostile living environment for tenants and their guests. She alleges that on November 16, 2023, the Landlord placed broken bricks around her vehicle.
15. When asked by the Landlord's Legal Representative, J.S. acknowledged that the Landlord issues parking passes for her to give to her guests to use.
16. J.S. testified that on or about January 24, 2024, S.F. advised her that there was a building-wide “water pipe issue” and that he needed to enter her unit on an emergency basis. She stated that he threatened to enter her unit only 20 minutes in advance, and she refused him entry because of improper notice.

The incident on February 3, 2024

17. J.S. testified that, on or about February 3, 2024, S.F. entered the unit to install a new fridge. This was after J.S. had complained to the municipal property standards department about disrepair. J.S. stated that she allowed him entry and retired to another room while S.F. completed the repairs.
18. She testified that S.F. called out to her to speak to her about the installation. She recalls that he had a screwdriver in his hand when she entered the kitchen. In J.S.'s opinion, S.F. had no reason to bring a screwdriver to install the fridge; she believed he brought it with him solely for the purpose of threatening her with it. She says that he was confrontational.
19. An argument began between them about maintenance and repairs. She testified that when she asked S.F. to leave he lunged at her with the screwdriver, waving it in her face. She began to record his conduct on her cell phone which aggravated S.F. and so he lunged at her again. She stated that S.F. was scolding her because he thought the oven was dirty.
20. J.S. introduced an audio-video recording she took during the incident. In the recording, S.F. angrily tells J.S. several times that she must keep her oven clean – he walks over to it but then turns around to leave, yelling at her all the while. He walks towards the door to exit but turns around, continuing to yell at J.S.
21. She says she “tried to herd him out the door” but when he reached the door, he put his foot in the doorway in an aggressive way, preventing her from closing the door. He then exits the unit but immediately steps back in to continue arguing even as J.S. is shouting at him to leave. The video becomes blurry, but one can hear J.S. yell at S.F. “Don’t touch me! I mean it!”, followed by “This is wrong. I am not your family. You aren’t professional. I am a tenant. Stop being old and weird!”.
22. She recounted that she left the unit herself and knocked on her neighbours’ doors for help. S.F.’s grandsons lived next door. J.S. claims that S.F. tried to grab his ladder with the intent to hit her with it. It was then, J.S. stated, that S.F.’s spouse arrived at the unit; S.F. continued yelling at both. J.S. testified that S.F.’s grandsons arrived and were compelled to restrain S.F. and remove him from her unit.
23. J.S. recalls that when they all left, she closed the door but warned them from behind her door that she would call the police. J.S. maintains that S.F.’s spouse begged her not to call the police, adding that her rent was cheap, and she should move out if she did not like living there.
24. Shortly after, J.S. called the police to report the incident. She stated that the police arrived to investigate and warned S.F. not to bother her. The Tenant's Legal Representative presented an Occurrence Report dated February 3, 2024 but it is not very helpful because it does not describe the outcome.
25. J.S. testified to the following additional incidents:
 - February 26, 2024: S.F. was outside her unit “pretending to do maintenance work” but she believed that he was deliberately banging a screwdriver loudly on the side of the ladder he was standing on to aggravate her. When she approached him to ask him to stop the noise, “he advanced towards me”. She presented an audio-

video recording on her phone, capturing the Landlord angrily saying, twice, “Fuck you!” before leaving.

- May 2, 2024: She observed S.F. outside her unit with an unknown man at 9:37 p.m. They were pointing at her unit and, she believed, were talking about her. At 9:51 p.m. she heard one of them say her name. This made her very anxious as a single woman living alone.
- May 19, 2024: Police informed the Tenant that the Landlord had reported that she had tampered with electrical wires on the premises. They also confirmed that they found no evidence of any crime and that they again advised the Landlord to leave her alone.
- May 22, 2024: S.F. was outside of her unit, and she heard him call her a bitch. The neighbours came out and told her that the Landlord was driving them crazy and agreed that S.F. was harassing her.
- The same day, the Landlord reported to police that she had poured water or bleach all around the Landlord’s office, damaging his property. The police closed the investigation because there was no evidence supporting the Landlord’s claim. Police disclosed to her that they characterize the Landlord as a “nuisance caller” who often calls them to report incidents that are neither emergencies nor crimes. Police suggested she contact the LTB.
- May 27, 2024: the Landlord was outside her door in the hallway, calling her a bitch. S.F. tried to engage her in an argument. J.S. asked him to go elsewhere.
- July 26, 2024: She received a text message from her guest, J.W., stating that S.F. had approached him in the parking lot and demanded to know where he was going and who he was going to see. J.W. stayed over at her unit that night.
- July 27, 2024: J.W. informed her that S.F. approached him again as J.W. was leaving, asking odd questions and complaining about problems in the building.
- August 13, 2024: At 1:00 a.m., S.F. sent a text message to her telling her to respect others and threatening to report her conduct to the police.
- October 8, 2024: S.F. took a photograph of her with a hidden camera.

26. J.S. testified that on January 15, 2025, she emailed S.F. to inform him that she would be vacating by March 16, 2025 due to his ongoing harassment.

The evidence of the Tenant’s witness J.W.

27. J.W. testified that he is a friend of J.S. He has worked for over 15 years as a building superintendent and residential property manager. He has been responsible “for tenant relations, property maintenance, and conflict resolution across various multi-unit residential buildings”. He claims to be knowledgeable about the *Residential Tenancies Act, 2006* (the ‘Act’), “particularly regarding tenant rights and the professional standards expected from landlords”.

28. J.W. stated that on July 26, 2024, he encountered S.F. when he arrived at the plaza with the intent to visit the Tenant J.S. He states that S.F. approached his vehicle as he was parking and rudely confronted him about his plans and intentions. He described S.F.’s tone as intrusive and unnecessarily aggressive.

29. He recalls that the next morning S.F. approached him, uninvited, in the parking lot as he was leaving after his visit with J.S. S.F. began asking more personal questions in a hostile manner and complained about issues in the building that had nothing to do with him.
30. J.W. testified that he held a strong impression from these communications that S.F. was actively attempting to dissuade him from visiting J.S. in future.

The evidence of the Landlord

31. The Landlord S.F. adamantly denies that he substantially interfered with the Tenant's reasonable enjoyment of the rental premises or that he harassed or threatened her.
32. Regarding the incident in J.S.'s unit that occurred on February 3, 2024, S.F. acknowledges that there was conflict with J.S. after he replaced the old fridge with a new appliance.
33. He testified that he always brings a set of standard tools when attending to maintenance and repairs, including a screwdriver.
34. S.F. recounts that, after the installation was complete, J.S. came into the kitchen and demanded that S.F. clean her stove. S.F. declined to do so because kitchen appliance cleaning is a tenant's responsibility. He contends that J.S. became belligerent and they argued.
35. The Landlord's Legal Representative refers to the video recording the Tenant presented at the hearing. He notes that the video does not show S.F. lunging at J.S. as J.S. maintains although he agrees that it clearly depicts the parties engaged in a heated argument.
36. He points to a part of the recording in which J.S. is seen physically pushing S.F. out the door, escalating her aggression without cause given that S.F. has already exited the unit. In the video, J.S. can be observed insulting S.F. for no reason.
37. S.F. admits that he swore at J.S. and regrets that behaviour. His position is that J.S. intentionally incited the argument by goading him, during which she recorded the encounter with the intent to take legal action against him for monetary gain.
38. With respect to the Tenant's guest J.W., S.F. testified that he met this individual only once at the entrance door leading up to the tenant's unit. J.W. had a pizza in his hands. S.F. stated that he approached J.W. simply to warn him to careful because someone had spilled oil on the stairs, and it might be hazardous to walk on. He stated that, other than asking J.W. which rental unit he was visiting, he had no conversation with J.W.
39. S.F. denies that he encountered J.W. the next day.
40. S.F. wanted to clarify why he installed video surveillance cameras around the exterior of the building. They were placed strategically to capture the parking lot area. That is because there had been a rash of thefts and violent robberies in the businesses located in the plaza. To verify this. S.F. presented two video recordings depicting robbery suspects fleeing the scene.
41. After that, S.F. upgraded the video cameras to include features such as vocal warnings. He testified that he did not and did not intend to point the cameras at any particular residence. Their installation was sole to ensure the security of the building and its occupants.

42. With respect to parking in general, he notes that the parking lot is not large and must accommodate tenants and customers who are visiting businesses in the plaza. He stated that he has installed substantial signage throughout the lot, warning the public that the parking lot is privately owned, is for customer use only and trespassing will be enforced.
43. He testified that although he had given the Tenant guest parking passes, she routinely declined to use them. Giving warnings to drivers whom he deems are parking without authorization, he says, is within his rights.
44. S.F. insists that the Tenant caused immense problems at the complex: she refused to follow any rules, she disregarded his rights and interests, and she failed to comply with her tenancy obligations under the Act. This resulted in his enormous frustration.

Analysis

45. I am sufficiently persuaded that 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 and that he harassed the Tenant.
46. It is uncontested that on October 3, 2023, S.F.'s daughter referred to the Tenant as a "black bitch".
47. The video evidence demonstrates that on February 3, 2024, after installing a new fridge in the unit, the Landlord lost his temper, yelled at the Tenant, argued with her and demanded several times that she clean her oven. He refused to leave quietly when asked and had to be removed by others.
48. The Landlord claims, disingenuously, that the Tenant asked him to clean the oven. A review of the video shows that never happened. Instead, the recording verifies the Tenant's version of events.
49. On February 26, 2024, S.F. inappropriately swore at the Tenant, twice.
50. I accept J.W.'s evidence that on July 26 2024 and again on July 27, 2024, the Landlord harassed him in the parking lot by asking intrusive questions regarding his being the Tenant's guest.
51. The Landlord ought to have known that he was not entitled to that private information. I do not accept the Landlord's version of the facts in which he says he never met with J.W. the next morning.
52. I prefer the evidence of J.W., who gave his testimony honestly and assuredly, withstanding questioning by the Landlord's Legal Representative.
53. There is no dispute that on August 13, 2024 at 1:00 a.m., S.F. texted the Tenant. This was well outside of regular rental business hours and the content of the message constituted a somewhat veiled but highly improper threat.
54. On the basis of the evidence and submissions before me, the application is granted.

Claims denied

55. The Tenant led insufficient evidence to establish that the Landlord: tampered with or damaged her vehicle while it was parked in the lot; deliberately installed cameras so that the lenses were directed at her unit; complained about her to third parties outside on the

premises; called her a derogatory term when he was present outside her door in the hallway on May 22 and 27, 2024; or took an unsolicited photograph of her with a hidden camera on October 8, 2024.

56. Other than her testimony, the Tenant presented no video evidence or other corroborating evidence that the Landlord threatened her with a screwdriver in her unit on February 3, 2024. The Tenant began recording on her phone after the argument had started. The footage lasted several minutes. I observed the Landlord holding the screwdriver in his hand but at no point did he raise it in a threatening motion.
57. What was obvious was that the Landlord appears in general to emphasize his words with expressive arm and hand gestures. That mode of expression is not uncommon and does not ordinarily predict a violent outcome. It seems to me that the Landlord was simply holding the tool in his hand without realizing how it might be perceived by the Tenant. I cannot see how that constitutes a threat as contemplated by the Act.
58. The Tenant also complains that the Landlord attempted to enter her unit without proper notice regarding a plumbing issue. Generally, plumbing issues are the most common reason for a landlord to require emergency entry into a rental unit. The Act permits a landlord to enter without notice on such occasion, such as when a water leak has been reported which might affect other tenants and the integrity of the building structure.
59. The Tenant had no basis to claim that the Landlord was making an illegal entry or that he was substantially interfering with her rights, or was harassing her on that occasion.
60. These claims are denied.

The Tenant's contribution to the ongoing conflict

61. This is the Tenant's case to prove. While the Landlord may have complaints about the Tenant's conduct, he is entitled to serve the requisite notice of termination and to apply to the Board for a remedy.
62. The focus of this application is on the Landlord's behaviour. However, in determining the amount of compensation to be granted for the Landlord's breaches of sections 22 and 23 of the Act, the Board may take into account whether the Tenant's conduct ultimately contributed to the breaches and consider whether compensation ought to be reduced as a result.

Remedies

Rent abatement

63. The Tenant requests a rent abatement in the amount of \$4,896.00, which represents 25% of the rent for a period of 12 months or, alternatively, an abatement that equals three full months of rent. At the time of the incidents, the monthly rent was \$1,632.00.
64. I am satisfied that the Tenant is entitled to a rent abatement for the six different incidents which occurred on October 3, 2023, February 3, 2024, February 26, 2024, July 26, 2024, July 27, 2024 and August 13, 2024, calculated at 100% rent abatement for each of those days.
65. Therefore, I find that a rent abatement of \$321.92 is appropriate in the circumstances.

General damages

66. The Tenant claims \$10,000.00 in general damages for mental distress.
67. I agree that some general compensation is warranted based on the facts. The Tenant has, in my view, demonstrated that the Landlord's improper conduct has caused her significant emotional distress. She has had to report his behaviour to the police on at least two occasions and the unchallenged evidence is that police cautioned the Landlord to cease harassing the Tenant at least twice.
68. I believe that the impact of the described incidents would be highly detrimental anyone's well-being when faced with the kind of aggression the Landlord exhibited. There is also no doubt in my mind that the Tenant vacated the rental unit because of the ongoing conflict.
69. The modest rent abatement ordered cannot fully compensate the Tenant.
70. Based on my knowledge and experience of similar cases, I considered granting compensation in the amount of \$3,500.00. However, this amount will be reduced because of the Tenant's poor communication choices which clearly aggravated these situations.
71. In the videos presented, the Tenant displayed an inappropriate habit of badgering the Landlord, loudly interrupting him and complaining at length as soon as he began to speak, blocking off any of his attempts to get a word in edgewise. The videos were difficult to listen to given that both parties were yelling at each other at the same time.
72. Therefore, I am satisfied that the reduced amount of \$2,500.00 properly considers the circumstances and the context of the parties' disputes.

Administrative fine

73. The Tenant asks that an administrative fine be levied against the Landlord.
74. Fines are discussed at length in the Board's Guideline 16 – Administrative Fines. They are normally imposed by the Board to encourage compliance with the Act and to deter landlords from engaging in similar activity in future. A fine is most often used in cases where the landlord has shown a blatant disregard for the Act.
75. The video recordings of the Landlord's conduct are compelling. Arguing with and persistently interrupting tenants, losing one's temper in front of a tenant, yelling at a tenant and refusing to leave their home when asked meets the definition of egregious conduct.
76. The Landlord claims to have 40 years' experience as a landlord. He ought to know that it is unacceptable for landlords to swear at tenants, to call them derogatory names, to make racialized comments or to harass their guests. He will know that it is not appropriate for landlords to verbally comment upon a tenant's housekeeping practices and, to that end, make demands of them when performing maintenance and repair work in the unit.
77. There are specific processes available to landlords if they have a complaint about the tenant's conduct or non-compliance with their responsibilities under the Act. It will usually begin with a tactfully worded, professional letter outlining the alleged breach, with supporting evidence of the breach and a request that the tenant correct the issue.
78. In this case, I am satisfied that a fine of \$2,000.00 is necessary to ensure that the Landlord understands the seriousness of his misconduct. Landlords are expected to act

with an appreciable level of professionalism when dealing with their tenants. That clearly did not happen here.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,869.92. This amount represents:
 - \$321.92 for a rent abatement.
 - \$2,500.00 as general compensation.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by January 18, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 18, 2026, the Landlord will owe interest. This will be simple interest calculated from January 19, 2026 at 4.00% annually on the balance outstanding.
4. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$2,000.00 by January 31, 2026.*

January 7, 2026
Date Issued

Elle Venhola
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.

*The fine/cost can be paid by money order, bank draft or certified cheque, only, payable to the "Minister of Finance". This can be mailed/couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.