



Order under Section 31 Residential Tenancies Act, 2006

Citation: Mckinnon v 2827564 ONTARIO INC, 2026 ONLTB 2372

Date: 2026-01-06

File Numbers: LTB-T-058374-23
LTB-L-070056-24

In the matter of: 570 STONECLIFFE RD
OAKVILLE ON L6L4N9

Between: Melissa Mckinnon Tenant

And

2827564 Ontario Inc Landlord

Melissa Mckinnon (the 'Tenant') applied for an order determining that 2827564 Ontario Inc (the 'Landlord'):

- entered the rental unit illegally.
- 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.

2827564 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Melissa Mckinnon (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

These applications were heard by videoconference on October 20, 2025. The Tenant, the Tenant's witness, Peter Smith, the Landlord's agent, Asma Nasir 'A.N', and the Landlord's legal representative, Ali Golabgir attended the hearing.

Some of the allegations contained in the Tenant's application were out of time in accordance with subsection 29(2) of *Residential Tenancies Act, 2006* (the 'Act'). Therefore, this order shall only address allegations contained within the time limitation of 1 year after the alleged conduct giving rise to the application occurred.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed

Illegal Entries:

2. The application claims two illegal entries, one on February 8, 2023, and the other on February 10, 2023. For the following reasons, I find that the Landlord's agent did not enter the rental unit illegally.
3. On February 7, 2023, the Tenant was given a valid notice of entry. The Tenant said that the notice was intended for the Landlord to look at the electrical. On the same date that the notice was given, the Tenant responded indicating that they have 4 children at home tomorrow and that Thursday morning or after 6 works best for the Tenant.
4. On February 8, 2023, the Landlord's agent, A.N attended the rental unit to carry out the entry. A disagreement was had between the parties that resulted in what the Tenant says was a fall, and the Landlord alleges there was an assault (the Landlord alleges that the Tenant pushed her).
5. The allegation of the assault was addressed by the Board in LTB-L-052965-23-RV in the context of an L2 application for eviction alleging that the Tenant committed an illegal act and/or the Tenant seriously impaired the safety of any person, and that act occurred on the property of the residential complex. The Board found that the Tenant pushed the Landlord and as a result, terminated the tenancy.
6. The issue in the context of the assault was already addressed by the Board, subject to review or appeal- those determinations are final. As explained to the parties at the hearing, I would limit the discussion of this issue in the context of an illegal entry.
7. The Act permits a landlord to enter a unit with notice to carry out an inspection that is reasonable (see subsection 27(1)(4) of the Act). The Landlord's agent served a valid notice of entry, I do not find that the reason for the inspection was unreasonable, therefore, I must find that the Landlord had the right to enter the unit. The Tenant may have notified the Landlord that the entry was not wanted, but that does not take away the Landlord's right to enter the unit. Furthermore, there is very little evidence to suggest that the Landlord actually entered the unit as the altercation occurred at the time the Landlord's agent attempted to gain access to the rental unit. Therefore, this claim is dismissed.
8. On February 10, 2023, A.N attended the rental unit to place a lockbox on the outside of the rental unit's door. There is no dispute that no one entered the rental unit. As such, this claim is also dismissed.

Substantial interference and Harassment: Assault Charge

9. The Tenant alleges that the events that followed the February 8, 2023, incident resulted in the Landlord's agent ('A.N') substantially interfering and harassing the Tenant by filing a meritless private prosecution charge. For the following reasons, this claim is also dismissed.
10. The Tenant submitted that there were no charges laid as a result of the February 8, 2023, incident. The Landlord filed an L2 application and obtained an eviction order based on that incident. The Landlord then filed a private prosecution charge that was also later dismissed. That the continued pursuit and steps taken amounted to substantial interference and harassment.

11. The Landlord submitted that the private prosecution was guided by the police and the Landlord engaged a process that she had the legal right to do.
12. The Tenant's application is based on sections 22 and 23 of the Act, which read as follows:
 22. A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.
 23. A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.
13. Although the Act does not define harassment, it is generally understood to be a course of conduct that a party would consider to be most unwelcomed.
14. Section 22 of the Act contains both a subjective and objective element. The interference must be substantial; that is a subjective element as not every tenant will be equally adversely impacted by various kinds of behaviour complained of. The objective element arises from the phrase "reasonable enjoyment" meaning the Board must ask itself whether or not the reasonable person would consider the behaviour to be unreasonable.
15. As already mentioned, the Board already found on a balance of probabilities that the Tenant pushed the Landlord. The findings of that are not up for relitigating; if the Tenant believed that the order contained a serious factual error, they ought to have filed a review of that decision.
16. Although the charge was dropped, it does not mean that the conduct of the party was 'unreasonable'. Aside from the Tenant asserting that the conduct was unreasonable they presented very little evidence to support this conclusion. It is evident from the Landlord's point of view that they truly believed that the Tenant pushed them, if the Tenant had concern with the private prosecution, they ought to have raised it in the context of that proceeding. In this case, I find that it is too far remote from the tenancy to find a breach of the Act. Therefore, this claim is dismissed.

Excessive Notices of Termination and Showings:

17. Aside from the N6 and N7 notices of termination that were the subject matter of LTB-L-052965-23. The Landlord served the Tenant with an N13 in January 2023, in the notice the Landlord indicated that they require vacant possession so that they can demolish the rental unit and do repairs so extensive that they require building permits and vacant possession. The Landlord later rescinded the notice.
18. In February 2023, the Landlord listed the property for sale- there were showings of the rental unit on the following dates that the Tenant says lasted an average of 30 minutes:
 - February 26, 2023- 3 showings
 - February 27, 2023- 2 showings

- February 28, 2023- 1 showing
- March 2, 2023- 2 showings
- March 3, 2023- 4 showings
- March 4, 2023- 7 showings
- March 5, 2023- 2 showings
- March 7, 2023- 1 showing
- March 8, 2023- 4 showings

19. Approximately 26 showings took place between February 26, 2023, and March 8, 2023. There is no dispute that the property did not sell. The Tenant says that the constant state of uncertainty due to the notices of termination made it difficult for them- that it exacerbated their anxiety. The Tenant also had their witness testify to the effect this had on them.
20. The Landlord said that they listed the rental unit for sale due to financial strain as a result of the Tenant not paying rent. They had received 5 different offers from prospective purchasers; however, those offers were unsuccessful as the rental unit was owned by a corporation- which they say precluded them from serving an N12. They also added that because the Tenant was behind in rent, it made the situation unfavourable for people wanting to assume this tenancy.
21. The Landlord's understanding of the law is incorrect- An N12 for purchaser's own use could have been served so long as the purchasers were individuals. A notice of termination for purchaser's own use is served pursuant to section 49, not 48 of the Act. It is subsection 48(5) of the Act that requires the rental unit to be owned in whole or in part by an individual and requires the Landlord to be an individual. That language is missing in section 49 of the Act.
22. The showings spanned for 11 days with varying quantity each day. The Tenant did not allege that the Landlord's agent unlawfully entered the unit for these showings. When a rental unit is listed for sale, it is to be expected that the existing tenant will experience some inconvenience and loss of reasonable enjoyment due to potential buyers viewing the unit. There was one day (March 4, 2023) where the showings could be viewed as excessive- however, I do not find that it would, in this case, amount to substantial interference.
23. I do not find that a single N13 notice of termination that was later rescinded to amount to substantial interference. The Tenant testified that they informed themselves of their rights and the Landlord's obligations and communicated them to the Landlord.
24. I find the Landlord's motivation for listing the rental unit for sale to be reasonable, there was nothing to suggest that the Landlord's decision was malicious. The Tenant was 4 months behind in rent and based on the evidence- I find that the Landlord's own misunderstanding of the law could have been the reason why the property never sold. I cannot find that the service of the N6 and N7 notices amounted to substantial interference as those notices were valid and the Board granted the Landlord's application.

25. Based on the evidence, I do not find that the Landlord substantially interfered or harassed the Tenant. Therefore, the Tenant's application is dismissed.

Landlord's Application: Non-payment of Rent

26. 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.

27. The Tenant was in possession of the rental unit on the date the application was filed.

28. The Tenant vacated the rental unit on January 10, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit

29. The lawful rent is \$3,519.59. It was due on the 1st day of each month.

30. The Tenant has not made any payments since the application was filed.

31. The rent arrears owing to January 10, 2025, are \$17,433.95.

32. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

33. The Landlord collected a rent deposit of \$3,350.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.

34. Interest on the rent deposit, in the amount of \$83.52 is owing to the Tenant for the period from January 13, 2024 to January 10, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of January 10, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$14,186.43. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before January 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 18, 2026 at 4.00% annually on the balance outstanding.
4. LTB-T-058374-23 is dismissed.

January 6, 2026
Date Issued

Curtis Begg
Member, Landlord and Tenant Board

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