



Order under Section 31 Residential Tenancies Act, 2006

Citation: Hannah v Branch 393 Royal Canadian Legion, 2024 ONLTB 46401

Date: 2026-01-06

File Number: See Appendix 1

In the matter of: Units 108, 113, 215 at 161 Mill St. and
Units 121, 126, 134, 221, 228 at 171 Mill
St. Smithville ON L0R2A0

Between:	Robert Hannah	Tenant
	Diane and Wayne Young	
	Joan Packham	
	Sandra Goodale	
	Emma Young	
	The Estate of Doris Lampman	
	Kathleen Bousfield	
	Beverley Johnson	

And

Branch 393 Royal Canadian Legion	Landlord
John Fisher	Superintendent
Jody Couture	Landlord's Agent

Robert Hannah, Diane and Wayne Young, Joan Packham, Sandra Goodale, Emma Young, The Estate of Doris Lampman, Kathleen Bousfield, and Beverley Johnson (the 'Tenants') applied for an order determining that Branch 393 Royal Canadian Legion (the 'Landlord') and John Fisher (the 'Superintendent') and Jody Couture (the 'Landlord's Agent'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household, and
- harassed, obstructed, coerced, threatened, or interfered with the Tenant.

This application was heard by videoconference on December 1, 2025. The Tenants, apart from the Estate of Doris Lampman who did not authorize the Tenant's Legal Representative to represent them, attended the hearing. The Tenant's Legal Representative, S. Rocks, the Landlord's Legal Representative, I. Shemesh, the Landlord's Agents, P. Cook, J. Couture, and J. Fisher, and the Tenants' witness, Dr. T. Rocks also attended the hearing.

Preliminary Issue:

1. Although the rental units are different, the allegations raised in the Amended Schedule A, regarding substantial interference, and Schedule B, regarding harassment are the same in all eight applications.
2. The Landlord sought the dismissal of the applications because the Tenants had no objective evidence to prove substantial interference and simply disagree with the Landlord's policies. I denied this request as a hearing of the merits is necessary to aid that determination.
3. The Tenants did not specify the dates on which the allegations about substantial interference occurred. However, as they indicated that it occurred after the covid-19 pandemic and the Landlord understood the case to meet, I permitted them to proceed.
4. With regards to the grounds of harassment contained in Schedule B, there are no dates mentioned in the application and given the personal nature of some of the allegations, have little or no likelihood of success. As a result, I did not consider the allegations of harassment.
5. The Tenants sought to rely on affidavits, sworn on August 13, and 14, 2024 as a part of the application. Given that the earliest applications were filed on January 24, 2023, and there were no requests to amend the application to include the affidavits, this request was not permitted.
6. In accordance with interim order LTB-T-007483-23-IN, LTB-T-007649-23-IN, LTB-T-007663-23-IN, LTB-T-007669-23-IN, LTB-T-007693-23-IN, LTB-T-007698-23-IN, LTB-T-007701-23-IN, and LTB-T-013372-23-IN issued on June 25, 2024, only one Tenant, Wayne Young, gave testimony on behalf of the other Tenants.

Determinations:

1. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed
2. On the claim of substantial interference, the Tenants testified about the following issues.
 - a. Solarium: prior to the pandemic, the solarium had a puzzle table with seating, but the Landlord removed most of them during the pandemic. Afterwards, rather than return the tables and chairs, the Landlord took an evacuation chair from the second floor and placed it in the first-floor solarium and allowed three scooters. The Tenants presented pictures showing three motor scooters in front of the windows which disrupts their view.
 - b. Laundry room: the table in this room meant for folding clothes was removed on an unknown date and the Tenants were told to fold their laundry in the crafts room, which is located in the next room. This was inconvenient because the Landlord locked the connecting door to both rooms and the Tenants had access via the hallway only.

- c. Lounge: the Landlord removed both an organ and a piano from the lounge and while the piano was placed in the craft room, the organ is nowhere to be seen. Four small tables and chairs were removed to the craft room and replaced with four rocking chairs. The Landlord also instituted a policy where Tenants have to make reservations at least ten days prior if they required the lounge for an event.
 - d. Artwork: the Landlord redecorated the second floor and removed pictures from the wall which were not replaced.
 - e. Benches: the Landlords removed and replaced some of the benches in the outdoor area and the replacement chairs were not as comfortable.
 - f. Remembrance day: the Landlord took over decorating the table in the lobby that is dedicated to veterans even though that was previously the duty of the residents.
 - g. Hairdresser: the hairdresser previously attended the laundry room where she serviced residents by appointment, but the Landlord moved them to the lounge and was subsequently not permitted there. The Tenants agreed that the stylist was permitted in rental units.
3. Section 22 of the *Residential Tenancies Act, 2006* (*'the Act'*) provides that 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.
 4. In addition, section 23 of the Act provides that a landlord shall not harass, obstruct, coerce, threaten, or interfere with a tenant.
 5. The issues raised in this case cannot reasonably be considered as substantial interference with the reasonable enjoyment of the rental unit or the residential complex by the Tenants. The word substantial requires the Tenants to demonstrate that the actions of the Landlord were so significant that it caused a disruption to their enjoyment of the residential complex.
 6. The moving of tables from one room to another or locking of a connecting door to the laundry room, replacement of outdoor benches, undertaking the decoration of tables rather than leaving the task to the Tenants, and limiting the hairstylist to working in individual units are all inconveniences that do not demonstrate actual harm.
 7. Therefore, I find that the Landlord, the Landlord's Agent, and the Superintendent did not substantially interfere with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
 8. As mentioned at the hearing, it may be best for the Landlord to consult with the Tenants, who are seniors, before implementing changes.

It is ordered that:

1. The Tenants' applications are dismissed.

January 6, 2026
Date Issued

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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.

Appendix 1**Re: 161 and 171 Mill St. Smithville, Ontario**

This order shall apply to the following applications, residential addresses and Tenants as set out in the table below.

FILE NUMBER	RENTAL UNIT	NAME OF TENANT(S)
LTB-T-007483-23	126-171 Mill St. Smithville, ON	Robert Hannah
LTB-T-007649-23	113-161 Mill St. Smithville, ON	Diane and Wayne Young
LTB-T-007663-23	221-171 Mill St. Smithville, ON	Joan Packham
LTB-T-007669-23	134-171 Mill St. Smithville, ON	Sandra Goodale
LTB-T-007693-23	108-161 Mill St. Smithville, ON	Emma Young
LTB-T-007698-23	228-171 Mill St. Smithville, ON	The Estate of Doris Lampman
LTB-T-007701-23	121-171 Mill St. Smithville, ON	Kathleen Bousfield
LTB-T-013372-23	215-161 Mill St. Smithville, ON	Beverley Johnson