



**Order under Section 31
Residential Tenancies Act, 2006**

File Number: LTB-T-021749-25

In the matter of: 307 Prince
Walkerton ON N0G2V0

Between: Angela Fischer
Justin Wilson
Tenants

And

Ray Schnerch
Landlord

Angela Fischer and Justin Wilson (the 'Tenants') applied for an order determining that Ray Schnerch (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.

An Adjudicative Case Conference was held by videoconference on November 27, 2025. Only the Tenant, Angela Fischer, attended the hearing.

As of 11:22 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

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.
2. The Tenant, who moved into the two-bedroom rental unit on June 13, 2015, testified that when she fell into arrears, the Landlord informed her sister who also resides in the residential complex.
3. The Tenant's sister informed their parents of the arrears, as did a neighbour. In support of this assertion, the Tenant presented a screenshot of a text message from her sister to her mother which she was shown on March 12, 2025. In the messages, the Tenant's sister asks their mother if she was aware that the Tenant had not paid the rent for six months and expressed concerns about the Tenant getting evicted from a unit that was otherwise

affordable. She also revealed the source of the information to be the Landlord, and her kids who heard it from Gary, their godparent/neighbour.

4. The Tenant stated that the Landlord breached their privacy and caused them to be embarrassed.
5. 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. In addition, section 23 of the Act provides that a landlord shall not harass, obstruct, coerce, threaten, or interfere with a tenant.
6. I am satisfied from the evidence that the Landlord interfered with the reasonable enjoyment of the Tenants by disclosing their nonpayment of rent to both her sister and to Gary. That was information the Landlord was not entitled to reveal.
7. However, given that the Tenants were in arrears and the text message did not disclose a contemptuous attitude from her sister, I do not find the Landlord's disclosure to be a substantial interference. For the Landlord's conduct to be considered substantial interference, the Tenants must demonstrate that they suffered actual harm or significant disruption to their enjoyment of the rental unit as a result of the disclosure.
8. Therefore, I find that the Landlord 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, or harass, obstruct, coerce, threaten, or interfere with the Tenant.

It is ordered that:

1. The Tenants' application is dismissed.

January 9, 2026
Date Issued

Jitewa Edu
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.