



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-060689-23 & LTB-T-080113-24

In the matter of: 3, 28 SECOND ST
CHATHAM ON N7M2P6

Between: Worldwide Real Estate Investing Inc. Landlord

And

Jessica Carroll Tenant

Worldwide Real Estate Investing Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Carroll (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

Jessica Carroll (the 'Tenant') applied for an order determining that Worldwide Real Estate Investing Inc. (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.
- failed to meet the Landlord's maintenance obligations under the Residential Tenancies Act, 2006 (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on December 15, 2025.

The Landlord's Agent Melairre Brennen and the Landlord's Legal Representative Devon Wagenaar and the Tenant and the Tenant's Legal Representative John Kulikowski and April Kulikowski attended the hearing.

Determinations:

1. By way of background LTB-L-060689-23 & LTB-T-080113-24 were combined by the Board to be heard together, however while a full afternoon block was scheduled so that both matters could be heard, the Board did not send a notice of hearing for LTB-T-080113-24 to the parties, or formally schedule it for a hearing.
2. At the proceeding before me the parties indicate that they were prepared to proceed on both LTB-L-060689-23 & LTB-T-080113-24.
3. After conducting a private discussion, the parties requested an adjournment on consent on the basis that they were close to reaching an agreement with respect to the L2 portion of the Application and on the basis that the T2/T6 Application had not been scheduled today and the matters should be heard together.
4. I am not satisfied that an adjournment is appropriate. I am satisfied that the parties have had adequate time to have settlement discussions and attempt to resolve these two matters. I note that this proceeding has been scheduled for an entire afternoon block, significant Board time, and that the Board had a duty to be expeditious. Considering the Board time that would be lost as a result of an adjournment I am not satisfied that it is an expeditious use of the Board's resources to grant an adjournment.
5. With respect to the scheduling of LTB-T-080113-24, as both parties have indicated that they are prepared to proceed, and the Board has adequate time scheduled to resolve both matters I am satisfied that this can be addressed by bringing forward LTB-T-080113-24 and hearing both matters and the prejudice in doing so is minimal.

Reasons and Details – T2 and T6

6. At the outset of the hearing, I noted that some of the allegations in the Tenant's T2 and T6 Application's (Filed on October 1, 2024) were outside the one year limitation period and would not be considered. Additionally, the T2/T6 contains an allegation that the Landlord smoked cannabis within the rental unit when completing maintenance. The Application indicates that the Tenant complained about this behaviour on or about July 28, 2023. However, this date is outside the one year limitation period and while the Application alleges that the behaviour continued, no further dates and times are provided, and no specific incidents are described.
7. Applications must provide sufficient details to allow the opposing party to know the specific allegations being made so that the opposing party can be in a position to know the case that must be met: *Ball v. Metro Capital Property*, [2002] O.J. No. 5931 ("Ball").
8. In this case I find that the Tenant's Application is vague with respect to the cannabis allegations, and does not contain adequate reasons and details, including dates and times. I find that this vagueness prevents the Landlord from making a full and fair response and elected not to consider these allegations.

The L2

9. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
10. The Tenant was in possession of the rental unit on the date the application was filed.
11. On April 14, 2023, the Landlord gave the Tenant a first, voidable N5 notice of termination. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
12. On July 28, 2023, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains the following allegations: That the Tenant's guest screamed and cursed at the Landlord's brother while he attempted to perform maintenance on June 26, 2023 and that the Tenant's guest glared at the Landlord until the Landlord left on July 27, 2023.
13. The Landlord did not prove that a person permitted in the residential complex by the Tenant has interfered with the Landlord's or other Tenant's enjoyment or lawful rights or privileges.
14. The Landlord's Agent Melairre Brennen testified that on June 26, 2023, there was an altercation between her husband and the Tenant's partner. She initially testified that this incident was probably with respect to her husband attempting to perform maintenance and being yelled at by the Tenant's partner.
15. She later revised this testimony and indicated that on June 26, 2023 the Tenant's partner approached her brother in the parking lot of the complex. She testified that the Tenant's partner was standing there watching him and began to argue with her brother and began asking "why the fuck the Tenant had been served with forms" and yelling and. She testified that the Tenant's partner had his hand in his pocket, so her brother thought he had a weapon and got out of his car and asked the Tenant's partner what was wrong and he complained about forms being served on the Tenant. She testified that after her brother got out of the car the Tenant's partner pulled out a camera and began to try to get a reaction out of her brother.
16. He also told her brother "you should watch for your back" and "You will have it coming" she testified that this is pretty much what the Tenant's partner said.
17. She testified that she happened to be passing by and recorded a video of this altercation.
18. During cross examination she revised her testimony to indicate that the Tenant's guest was not recording and she was the only one recording the altercation.
19. The Tenant testified that she also witnessed the altercation between her partner and the Landlord's brother. She testified that she observed her partner trying to enter the complex and the Landlord's brother reaching for her boyfriend. She testified that the Landlord's brother began taunting her partner and saying "You're scared, you're scared" she testified that the Landlord's brother had to be held back by his father. She also observed the Landlord's Agent leaning out of her van window and recording the altercation. She testified that she subsequently ran into the building to avoid the confrontation.

20. I am not satisfied that the Landlord has demonstrated that the Tenant's guest substantially interfered with the Landlord's reasonable enjoyment of the residential complex or substantially interfered with a lawful right, privilege or interest of the Landlord and the other tenants.
21. I note that I do not have any direct testimony from the two persons who actively engaged in the alleged altercation, and no video of the altercation was introduced. When I weight the testimony of the Landlord's Agent and the Tenant, I find that I prefer the evidence of the Tenant.
22. I found the Tenant's testimony to be clear and concise, by contrast I did not find the testimony of the Landlord's Agent to be reliable. The Agent began by describing a completely different altercation on June 26, 2023, had difficulty recalling dates during the proceeding and offered contradictory testimony with respect to who had recorded the altercation.
23. Therefore, I have elected to place greater weight in the Tenant's testimony and accept that the Agent's brother was the primary aggressor during the altercation.
24. I also note that this is a Landlord's Application, and the onus is on the Landlord to demonstrate that a guest of the Tenant has interfered with reasonable enjoyment or a lawful right or privilege. Given my concerns with respect to the testimony of the Landlord's Agent, and the lack of testimony from her brother or the Tenant's partner, I am not satisfied that the Landlord has satisfied me on a balance of probabilities.
25. Therefore, the Landlord's Application shall be dismissed.

With Respect to the T2/T6

26. The Tenant testified that on April 12, 2023 The Landlord installed a camera in the hallway which was pointed directly at her door. Therefore, every time she opened the door the camera could see into approximately two thirds of her unit. The Tenant relied on a video captured by the camera, and uploaded by the Landlord to demonstrate the extend of the field of view of the camera.
27. The Tenant testified that she immediately spoke to the Agents brother, and said to him that she was not comfortable with the camera looking into her apartment. He replied that it was not a big deal and explained that it allowed him to see people coming into the unit next door. The Tenant testified that the Agent's brother informed her that the next-door Tenant was having a friend move in which the Landlord opposed and the Landlord wished to monitor them.
28. The Tenant testified that she was concerned that the camera would have recorded her in a state of undress, and she moved form the bathroom to the kitchen or bedroom after bathing, when her partner opened the door to come in or out.
29. She testified that the camera was installed there for over a year and removed June 27, 2024. She testified that she only reported the camera to the agent on site not the Landlord or property manager.

30. The Landlord's Agent agreed that a camera was installed outside the Tenant's rental unit and testified that it was for the whole floor, not just the Tenant's unit. She testified that the purpose was to keep everyone safe as everyone felt unsafe being at the building because of the Tenant and her partner. She testified that to was installed were it was so it could have a view of the two units on that floor.
31. The Landlord's Agent also testified that she was not contacted by the Tenant prior to the original hearing before the Board on June 26, 2024, related to the L2, and the Tenant made no formal complaint until the hearing date. She testified that after becoming aware she removed the camera immediately.
32. The Agent testified that a video they had uploaded titled "Tenant Aggression" was titled this because it was an example of the Tenant's aggressive behaviour. The video depicts the Tenant raising their middle finger towards the camera. She testified the video was uploaded to show the aggression they see from the Tenant and her partner.
33. The Landlord's Agent allowed that the video depicted a potential violation of privacy.
34. The Agent then testified that the camera was installed for overall safety because of homeless persons in the building and Tenant's being harassed by other Tenant's including by the Tenant's partner.

The Water

35. The Tenant testified that on June 8, 2024 she was running a bath and had no water and went downstairs and found that an employee of the Landlord had turned the water off. The Tenant testified that she found him with his hand on the lever controlling the water. She asked if there was a problem with the water and he replied there was not, the Tenant asked him to turn the water back on and he did so, and this restored the water. The Tenant testified that no notice had been given that the water was to be turned off.
36. The Landlord's Agent testified that she believed there was a leak in one of the units and her husband was trying to see what was going on, which is what led to the brief water shut-off. She testified that that the Landlord had not intended to shut off the water, which is why no notice was provided/

Analysis

37. I am satisfied that the Landlord has interfered with the Tenant's reasonable enjoyment of the rental unit and has harassed the Tenant.
38. I am not satisfied that the Tenant has demonstrated that the Landlord has interfered with her vital services.
39. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair or maintain the rental unit or residential complex.
40. It was agreed by the parties that the Landlord installed a camera the faces into the Tenant's rental unit, which was in place from April 12, 2023, to June 27, 2024. Based on the parties testimony it is clear to me that the Landlord elected to install the camera

because they felt the Tenant and he partner were being aggressive towards the Landlord, there agents, and other Tenant's. This is abundantly clear both from the Landlord's testimony and their titling of the video captured by the camera as "Tenant Aggression"

41. I do not accept that the camera was installed to ensure that the building was safe from unhoused persons, as the camera faces into and primarily captures the Tenant's door and rental unit.
42. I am also satisfied that the Tenant made the Landlord's Agent aware on April 12, 2023 that she was disturbed by the camera and wished to have it removed. I am satisfied that it was reasonable for the Tenant to expect that the Agent would convey this request to the Landlord.
43. I also accept that a camera, set up in such a way that it captured a large portion of the rental unit, with the ability to capture the Tenant in state of undress constitutes both substantial interference with the Tenant's enjoyment and harassment.
44. The term harassment is not defined in the Act, however the Board often applies the definition from the Ontario Human Rights Code, which is engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. To determine whether a landlord's conduct harasses, obstructs, coerces, threatens or interferes with a tenant, the LTB will generally consider the cumulative effect of the landlord's conduct upon the tenant in the context of the landlord-tenant relationship.
45. In this case I accept that a camera which can see into appropriately a third of a Tenant's rental unit ought reasonably to be known to be unwelcome. I am also satisfied that it damaged the relationship between the parties.
46. Therefore, I find that the Landlord has interfered with the Tenant's reasonable enjoyment and harassed her.
47. I am not satisfied that the Landlord has breached their maintenance obligations.
48. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.
49. In this case while I am prepared to accept that there was a brief interruption to the water in the rental unit, I note that it was limited to 10 minutes and appears to have had a minimal impact on the Tenant. I am also prepared to accept that there are any number of reasons for a brief water shutoff without notice and can accept that the Landlord's Agent was in the process of restoring the water when the Tenant approached them. Looking at the situation contextually, I am not satisfied that this brief and isolate incident constitutes a breach of the Landlord's maintenance obligations, as I can accept that the water was shut off briefly, for a few minutes, in response to a leak.

50. I am also not satisfied that the Tenant has demonstrated that this constitutes an interference with or withholding of vital services, again I note that this was a brief disruption which was immediately remedied by the Landlord agent and accept that there is a reasonable explanation for the brief water interruption. Given that the Landlord's Agent appears to have been in the process of restoring the water when the Tenant approached them, and the speed of restoration, I am not satisfied that this conduct constitutes a withholding of vital services.

Remedies -T2

51. I am satisfied that the camera installed by the Landlord both interfered with the Tenant's enjoyment and constitutes harassment. Therefore, the Landlord must refrain from installing a camera which looks into any of the rental units occupied by the tenants in the residential complex.

52. I am satisfied that a rent abatement is appropriate for the violation of the Tenant's privacy and the impact of the camera. The Tenant's Application was filed on October 1, 2024. Therefore, I can consider remedy back to October 1, 2023. The Camera was present from April 12, 2023, to June 27, 2024. Therefore, I am satisfied that an abatement is appropriate between October 2023 and June 2024. I am satisfied that a 30% abatement is warranted in the circumstances, given the significant impact to the Tenant's privacy and the potential to be recorded in a state of undress. Therefore, I find that a rent abatement of \$1,721.41 is appropriate in the circumstances.

53. I am not satisfied that a fine is appropriate. I accept that the Landlord did not ultimately become aware of the Tenant's concerns with the camera until June 26, 2024, and accept that the camera was promptly removed the next day. Given the Landlord's prompt action I am not satisfied that a fine is appropriate.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1769.41. This amount represents:
 - \$1,721.41 for a rent abatement.
 - 48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by January 27, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 27, 2026, the Landlord will owe interest. This will be simple interest calculated from January 28, 2026, at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by January 28, 2026, the Tenant may recover this amount by deducting \$589.80 from the rent each month from February 2026 to April 2026 inclusive.

5. The Tenant has, at any time, to collect the full amount owing or any balance outstanding under this order.
6. The Landlord must refrain from installing a camera which captures the interior any of the rental units in the residential complex.

January 16, 2026

Date Issued

Reid Jackson

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6