



Order under Section 31 Residential Tenancies Act, 2006

Citation: Pollock v Seward, 2026 ONLTB 13995

Date: 2026-02-13

File Number: LTB-T-051539-24

In the matter of: UPPER, 734 CHEMONG ROAD
PETERBOROUGH ONTARIO K9H5Y9

Between: Norma-Lynn Pollock Tenant

And

Lorinda Seward Landlord

Norma-Lynn Pollock (the 'Tenant') applied for an order determining that Lorinda Seward (the 'Landlord'):

- entered the rental unit illegally.
- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
- 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 December 22, 2025.

The Landlord and the Tenant attended the hearing.

Determinations:

Preliminary Issue

The Amendment Request

1. This matter was previously scheduled to be heard on December 4, 2024. The matter was adjourned and an interim order was issued on December 13, 2024. The interim order notes that the Tenant's application lacks sufficient details and sets a deadline of December 31, 2024 for the Tenant to file further explanation about each issue being alleged.

2. On December 31, 2024, the Tenant filed a document titled, "Request to Amend an Order 3.pdf". The Tenant intended this document to be the additional information required by the interim order of December 13, 2024, and lists the following issues:

"On or about Jan 01-2024 landlord under the home packed and removed things

Jan 24-2024 emails with crown attorney on my criminal cases

April 05-2024 CBC news in landlord's home on the date of my first LTB file

May 6- 2024 came in to the apt with 24 hours notice swearing at me

May 9- 2024 landlord video me saying things about my probation order that was untrue

May 14 2024 landlord pushed me to the ground in front of a city police officer

Jun 16- 2024 landlord posted a sign out front of the house about me"

3. The Landlord was aware of the Tenant's request to amend and there was no prejudice asserted. Accordingly, the request to amend is granted.

T2 Application

4. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
5. Much of the Tenant's testimony lacked details or specifics in relation to the events alleged, and the Tenant was unable to identify relevant pieces of evidence for submission at the hearing.

January 1, 2024

6. The Tenant testified that on January 1, 2024, she did not have keys to the rental unit and the locks had been changed when she returned on March 19, 2024. Also, when the Tenant returned to the rental unit the Landlord had entered the unit and packed the Tenant's belongings.
7. The Tenant's evidence is that her boyfriend left in December 2023 and that neither the Tenant nor her boyfriend had packed any belongings. The Tenant also alleges that the Landlord disposed of her belongings submitting a list of items the Tenant believes were thrown out by the Landlord.
8. Steve O'Grady (SO) testified that he had a relationship with the Tenant in the fall of 2023, and occupied the rental unit until the end of December 2023. SO confirmed two other occupants, "James", and "Leo" also resided with him and testified that he did not pack any belongings.
9. The Landlord gave evidence that the Tenant was arrested some time in September 2023, and as a result of the conditions of her release, the Tenant was precluded from returning to the rental unit.
10. The Landlord testified that the Tenant still had occupants who lived in the rental unit until January 2024 but denied entering the rental unit. The Landlord asserts that it could have been any of the other three occupants that were staying in the rental unit who packed the Tenant's belongings.

11. The Landlord also testified that at the time the Tenant alleges she illegally entered the unit and packed belongings, the Landlord had filed applications to evict the Tenant which were ongoing and she would not have engaged in behaviour or actions that would jeopardize those applications.
12. The parties have differing versions of events in relation to who packed the Tenant's belongings, and the evidence on which a decision must be made is viva voce testimony from both parties- the Tenant alleging the Landlord illegally entered the rental unit and packed her belongings, and the Landlord denying entering the rental unit after the Tenant was unable to return.
13. Despite being given the opportunity, the Tenant did not present evidence such as photographs or audio/video recordings pertaining to the Landlord's entry to the rental unit or evidence sufficient to conclude that it was the Landlord who packed the Tenant's belongings. I find that each party has equally compelling versions of events in relation to the Tenant's belongings.
14. Even if the Tenant proved the Landlord had unlawfully disposed of belongings, the Tenant did not have any evidence to support the replacement cost of the items.
15. Accordingly, I do not find the Tenant has proven, on a balance of probabilities, that the Landlord illegally entered the rental unit and packed or disposed of the Tenant's belongings.

E-mail from Landlord to Crown Attorney

16. The Tenant testified that the Landlord contacted the Crown Attorney (the "Crown") by e-mail in relation to a criminal case involving the Tenant. The Tenant asserts that the Landlord "had no right" to contact the Crown during the Tenant's criminal case and the Landlord inquired about the status of the proceedings and any plea agreement made by the Tenant.
17. The Landlord testified that because of the Tenant's release conditions, she inquired with the Crown about the expiry of the release conditions and when the Tenant may be permitted to return to the rental unit.
18. In these circumstances, the Landlord's communication with the Crown was not intrusive or inflammatory. There was no evidence that the Landlord was injecting themselves into the proceedings or seeking to interfere. The Landlord was seeking information about when the Tenant's release conditions would end to allow them back into the rental unit, which is reasonable information for the Landlord to obtain. Accordingly, this allegation is dismissed.

News Media

19. The Tenant alleges that the Landlord had a news media outlet at her residence during a prior hearing on April 5, 2024. The Tenant submits that the Landlord did not advise the LTB that there was anyone from the media present during the hearing.

20. The Landlord testified candidly that she did appear on a national news media outlet, and the media were present during her hearing. The Landlord's evidence is that the news outlet did not identify the Tenant in their reporting, nor did they record during the hearing.
21. I do not find that the presence of a media outlet during a hearing is a substantial interference with the Tenant, and the Tenant's evidence related more to the fact that the Landlord failed to advise the LTB. The Tenant's evidence was not that there was a substantial interference with her reasonable enjoyment. Accordingly, this allegation is dismissed.

May 6, 2024

22. The Tenant alleges that the Landlord came to the rental unit on May 6, 2024, without notice and used profanities toward the Tenant. The Tenant's evidence in relation to this incident was a recording taken however, the Tenant was unable to submit the recording at the hearing. The Landlord did not recall an incident with the Tenant on May 6, 2024.
23. There is insufficient evidence to show that the Landlord attended the rental unit or used profanities towards the Tenant on May 6, 2024, and I do not find the Tenant has proven this allegation on a balance of probabilities. Accordingly, this allegation is dismissed.

May 9, 2024

24. The Tenant testified that on May 9, 2024, the Landlord said untrue things in relation to the Tenant's probation order. The Tenant did not submit a copy of the probation order and submits that other evidence corroborating her allegation was not filed with the LTB. In the absence of evidence in relation to this allegation, I am unable to determine whether any statements were made by the Landlord, or whether those statements were untrue. Accordingly, this allegation is dismissed.

May 15, 2024

25. The Tenant testified that on May 15, 2024, the Landlord came into the rental unit and assaulted the Tenant. The Tenant's evidence is that the Landlord "pushed [me] down" in front of police officers and after the alleged assault the police officers "did nothing".
26. The Tenant further testified that she had audio recording of the incident but was unable to submit the recording at the hearing.
27. The Landlord testified that because of her belief about drug use in the residential complex, she sought the assistance of local police. The Landlord gave evidence that a 24-hour notice was given prior to entry and that within two minutes of entering the residence with police they arrested two individuals, and then a third.
28. The Landlord further testified that if she had assaulted the Tenant, she would have been arrested characterizing the officers as being in an "arresting mood" that day. The Landlord's evidence is that the police officers kept separation between the parties on May 15, 2024.

29. The Tenant did not submit evidence of the interactions between the parties, a police report, photographs of injuries, or any other corroboration that an assault occurred in the presence of police officers on May 15, 2024. I am without sufficient evidence to find that the Landlord assaulted the Tenant on May 15, 2024. Accordingly, this allegation is dismissed.

Sign Posted by Landlord

30. It was undisputed that the Landlord posted a sign about the Tenant on the property of the rental unit on or around June 16, 2024. The Tenant testified that despite not having a photograph of the sign, there was mention of her criminal proceedings and arrears of rent.

31. The Landlord testified that she should not have posted the sign, and it contained a link to the news media reporting about the issues she experienced. The Landlord explained the sign was posted out of frustration about drug use, damage, and rent arrears.

32. The Landlord candidly acknowledged the sign, and I find that this substantially interfered with the Tenant's reasonable enjoyment of the rental unit.

33. The Tenant's application seeks a total rent abatement for all issues alleged however, the Tenant was unable to quantify any specific abatement being requested. Neither party testified in relation to when the Tenant vacated the rental unit and I am without sufficient evidence to determine how long the sign remained in front of the residential complex, the impact on the Tenant, or the appropriate length of any abatement being requested.

34. While I find the Tenant has proven that a sign was posted and it could be reasonably inferred that this would substantially interfere with their reasonable enjoyment of the residential complex, I am without sufficient evidence to determine the appropriateness, quantum, or duration of any abatement being requested. Accordingly, no abatement is ordered in relation to this allegation.

35. The Tenant made no submissions in relation to any fine being requested and I am without sufficient evidence to find that a fine is appropriate in the circumstances.

It is ordered that:

1. The Tenant's application in relation to substantial interference is granted. As decided above, no amounts are ordered to be paid as a result of this order.

February 13, 2026
Date Issued

Kyle McGraw
Member, Landlord and Tenant Board

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