



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-087221-24

In the matter of: 54, 2039 Walkers line
Burlington ON L7M4G1

Between: Stadine White Tenant

And

Liuna Hamilton Association & DMS Property Landlord
Management Ltd

On October 23, 2024, Stadine White ('SW' or the 'Tenant') applied for an order determining that Liuna Hamilton Association & DMS Property Management Ltd (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; and harassed, obstructed, coerced, threatened or interfered with the Tenant. (T2 application)

The parties had participated in an Adjudicative Case Conference (ACC) on April 28, 2025. While the ACC did not result in any order on consent, the parties did agree to have the amended T2 application that was filed on March 31, 2025, as the application to come before the LTB at a merits hearing. As well, the Tenant expressed her understanding at the ACC that some of her claims (such as two 2023 alleged unlawful entries) would fall outside the one-year limitation under subsection 29(2) of the *Residential Tenancies Act, 2006* (the 'Act').

This T2 application was heard by videoconference on January 20, 2026.

When initially commenced at 9:57 am, the merits hearing only had the Tenant present and the Landlord's Legal Representative was absent. Tenant Duty Counsel (TDC) did not appear in this videoconference, but the Tenant confirmed she was prepared to proceed without TDC consultation. The Tenant understood that TDC services are not guaranteed.

The hearing commenced dealing with a preliminary matter. On May 29, 2025, the Tenant once again filed a request to amend the T2 application, adding one claim relating to an April 26, 2025 incident, adding a requested remedy (a 25% abatement of rent over three months) and a reduction in claimed general damages (from \$22,896.00 to \$3,816.00). This latest amendment reduced in effect the requested monetary remedies, which I was satisfied did not prejudice the Landlord. As for the added claim, it is not uncommon for parties to submit additional claims at a hearing as it takes several months typically for a hearing to be scheduled, and as this tenancy is

still an active one, I did not see this additional claim out of order, especially since the monetary remedies were drastically reduced.

At 10:24 am, the Landlord's Legal Representative, Emily McGivern ('LLR'), entered into the videoconference room to participate in the hearing. LLR also brought Merrieau Clark ('MC') on a separate video link, who awaited in another room until she appeared as a witness for the Landlord.

Determinations:

1. As explained below, the Tenant proved part of the allegations contained in the T2 application on a balance of probabilities.
2. Testimonies and exhibits/evidence of the parties are given in summary format below. It is noted the Tenant adduced six exhibits into evidence, whereas the Landlord did not submit any exhibit.

Illegal entry

3. There were two instances that SW claimed were unlawful entries by the Landlord's superintendent. SW provided testimony concerning an October 6, 2024 entry and an October 8, 2024 entry.
4. SW testified that about 5:10 pm on Sunday, October 6, 2024, the superintendent, MC, appeared at the front door without any notice, rang the doorbell, unlocked the door, and then closed the door a brief second later without MC actually entering the unit. SW stated she has a security system with cameras operating at the unit and asked that a video clip of MC at the front door be played (TT#1). SW testified her 13-year old daughter, who was alone in the unit at the time, became afraid when MC unlocked the door setting off the security system, and she ran to hide further inside the unit.
5. SW stated her understanding that emergencies, as defined by the Landlord (exhibit TT#2), are "fire, flood and loss of heat". SW stated this was not the first time of unlawful entry and referred to two other occurrences on September 12, 2023 and October 6, 2023 (TT#3). She said she ended up buying/installing a security camera system because of those unlawful entries.
6. SW then went to October 8, 2024, and stated that again without any notice, MC appeared at the door, opened the front door, yelled into the unit identifying herself and that she was with a plumber, and then proceeded up into the rental unit. SW stated her belief that there was no plumbing emergency that she was aware of.
7. MC has been the Landlord's superintendent since about February 2024 and she lives in a unit immediately below the Tenant's rental unit. MC has general superintendent responsibility for 126 units in the residential complex and she confirmed her role is exclusively limited to just being a superintendent.
8. MC could not recall with any certainty what she did on October 6, 2024 at the rental unit door. She thought she might have been there for some work order, but apart from that she

was uncertain. She could not remember unlocking the door but she was certain she did not step into the unit.

9. MC testified that on October 8, 2024, water flooded into her unit which appeared to come from the rental unit above. MC described water gushing through a ceiling light fixture, drenching her furniture below. She judged this to be an emergency situation that needed immediate attention. MC said she contacted her boss about this, and was told to enter the rental unit on an emergency basis. She contacted a plumber straightaway and when the plumber arrived, she went into the unit. MC said she called out in a loud voice as she opened the door, announced herself and the plumber. When there was no response, MC concluded the unit was empty and she led the plumber inside, going only to the kitchen and laundry room to search out the source of the flooding below. She said they found a portable Danby dishwasher on the kitchen counter and when lifted, there was a good amount of water pooled and seeping below. MC said the plumber repaired the problem and the Landlord ended up replacing the light fixture in her unit and re-finishing/re-painting the damaged ceiling.
10. SW stated that the Landlord had told her a built-in dishwasher was not permitted in the rental unit, so she bought a portable countertop dishwasher which she said never leaked in the five years she has had it. SW also said that MC and/or the plumber never advised her afterward of their reported findings.
11. Based on the submissions of both parties, I find on a balance of probabilities that the Landlord (via MC as the Landlord's representative) entered the rental unit on October 6, 2024 without proper notice being given in advance. MC's recollection was poor about what had happened that day. She was unable to say whether any notice of any kind was given, but it was apparent she thought she was at the rental unit door for some "work order" which I presumed meant a regular maintenance visit. Therefore, I find MC opened the rental unit door just enough to set off MC's security system of a door breach and this in of itself meant that "technically", entry into the unit happened.
12. I do not find any unlawful entry happened on October 8, 2024 as I believe the water leaking into MC's unit from SW's unit met the threshold of what would be considered a emergency (i.e. flooding). I find that MC responded reasonably and responsibly by getting a plumber to SW's unit right away. Both parties indicated that MC yelled into the unit after opening the door to identify herself and the plumber, and the work the plumber did, appeared satisfactorily restricted to finding the source of the leak downstairs.
13. I note that SW tried to show a pattern of unlawful entries (citing September 2023 and October 2023 entries in TT#3), but I do not find any pattern here as there was just over a year between the T2 claims here and the 2023 alleged entries (TT#3), and the entries apparently involved different Landlord employees. I must also note again that the two 2023 entries are outside the 1-year period that limits the LTB's jurisdiction under subsection 29(2) of the Act.

Substantial interference, harassment

14. SW testified about three alleged-to incidents that involved the superintendent, MC: i) MC yelling at the Tenant when she left the underground parking on April 22, 2024 (ii) MC

kicking a Tenant's package at the front door landing on July 16, 2024; and (iii) MC harassing/threatening a guest of the Tenant who had been parked in 'visitors' parking' on April 26, 2025.

15. (i) vehicle on ramp/child:- SW described what happened to her on April 22, 2024 after she left the underground parking garage. She said she drove up the ramp to have MC run at her car, bang on the car and yell obscenities at her, all the while accusing her of hitting a child with her car. SW testified she stopped her car, stepped out and went behind her car to verify the child in question was not hit and not harmed. SW then sent her report/complaint to the Landlord by email on the same date (TT#4).
16. (ii) package:- SW submitted a video clip (TT#5b) and an email of report/complaint dated July 16, 2024 (TT#5a) in support of her testimony that MC kicked a couriered package sitting on the outdoor landing to the rental unit door.
17. (iii) guest/parked:- SW testified about MC approaching one of her guests who had been parked in 'visitors' parking' at about 10:00 pm on April 26, 2025. SW stated that MC knocked on the guest's window and shone a flashlight into his vehicle. Her guest informed MC whose guest he was and he gave a full name and address of the Tenant as proof he was indeed SW's guest. Reportedly, MC threatened to call the police if the guest did not move his vehicle, which he did immediately. Not long after, SW stated her guest phoned her to alert her to his unpleasant encounter with MC. SW stated she then went to confront MC about this and MC did not deny she had approached that vehicle. In her view, SW said that MC's action was very much a "targeting" action, and she ventured further to say it might have had something to do with her guest being a young, black male. SW emphasized that the Landlord has no published rules or regulations about guests having to register their vehicles with some Landlord authority such as MC.
18. (i) vehicle on ramp/child:- MC testified that children in the complex play in various areas and unfortunately, they sometimes play by the ramp that connects to the underground parking garage. She said she placed her own signs there to warn residents to slow down. MC could not remember the exact date, but she recounted how some children were on their scooters by the ramp when SW came up with her car. MC and two other residents witnessed one of the children almost being hit by SW's car. MC confirmed she ran to SW's car, banged on the car to ensure SW stopped and yelled at her about hitting a child. MC denied she used foul or demeaning language when yelling at SW, but MC did say she was very upset/concerned. MC described as SW stopped her car, got out and asked the child about whether he was hit or hurt. MC declared the child replied "yes" to being hit, but SW suggested to the child that he "was okay though", to which he replied again, "yes".
19. (ii) package:- MC denied kicking the couriered package with any kind of intent to damage. She declared she merely "pushed" the package aside with her foot, to make way for her to get to the rental unit door so she could place a notice in the mailbox.
20. (iii) guest/parked:- MC testified she received complaints from a couple of residents about an unknown vehicle that was parked for an unusual length of time in "visitors' parking" with someone sitting inside. MC said that there are many single-mothers in the complex who worry about security, so whenever she receives calls about something like this, MC tries to respond in appropriate fashion. MC testified that no one had registered their vehicle with her for the night (or for overnight), and she went out with another person to approach the

vehicle. She affirmed that a man was sleeping inside the vehicle. She woke him up and asked him why he was there. She confirmed the man identified the Tenant and the Tenant's unit number and explained that he was her guest. MC denied she uttered any threats about police or anything else, but she said that after she spoke with the man about either going to the rental unit to see the Tenant or to leave (and not sleep there), he decided drive away. MC confirmed being confronted by SW shortly afterwards and she denied it had anything to do with targeting in any way. MC confirmed there are no rules or regulations that she is aware of that sets out how visitors' parking is to operate. She stated that she was passed the "guests must register with the superintendent" rule from her predecessor orally, but that was all.

21. In my view, the allegations of (i) and (ii) failed to persuade me that any substantial interference or harassment occurred.
22. (i) vehicle on ramp/child :- Indeed, if anyone were to see/think a child was hit, or close to being hit, by a vehicle, it would be reasonable to expect that that person would react in an upset, concerned manner. This is what I believe most likely happened on April 22, 2024 and I do not perceive MC's actions (banging on the vehicle to get it to stop and yelling at the driver) as undue especially in respect of harassment or substantial interference claims brought under this T2 application.
23. (ii) package:- I reviewed the video clip evidence a few times and I find that the sweeping motion of MC's foot to push aside SW's couriered package was not an attempt to damage the package in any way, or to show some sort of disdain or disrespect. Instead, I agree more with MC that she most likely pushed the package aside simply to get a clearer passage to SW's mailbox.
24. With regard to claim (iii) relating to a guest who was parked in the visitors' parking area which is part of the residential complex, here I find the Landlord, via MC, substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant.
25. I note that both sections 22 (substantial interference) and 23 (harassment) of the Act only apply to a tenant of a tenancy or in the case of section 22, a tenant's household as well. As the person who was confronted by MC was a guest, and that guest obviously was not a tenant and not part of the Tenant's household, the Landlord cannot be found to have breached sections 22 or 23 against that guest. My finding, therefore, relates to how the Landlord's actions, through MC, impacted the Tenant during the evening of April 26, 2025.
26. MC's actions of approaching the parked vehicle with a flashlight were arguably more those of a security person than those of a superintendent, but I did appreciate and accept MC's testimony that many of the residents in the complex have security concerns and so contact MC when they see something questionable or out of the ordinary. I accept that MC tries to make the complex a safe place for residents. But however one may try to argue it, I find that MC acted outside her superintendent responsibilities on the night of April 26, 2025.
27. Going further, both SW and MC testified there are no Landlord rules or regulations in existence that set out for residents how visitors or guests of the complex are supposed to use "visitors' parking". I say this specifically about MC saying that she works on some word-of-mouth, passed-on rule that all guests are supposed to register with the

superintendent. As I view it, this essentially means nothing about visitors' parking is in place for residents of the complex, and so I find that SW's guest did nothing wrong in parking his vehicle there late April 26, 2025.

28. As it turned out, the guest immediately informed SW of his dismay and SW confronted MC about this, and as I see it, she was justifiably shaken and upset over MC's actions. SW testified that she felt targeted and unwelcome in the complex because of MC's actions.
29. While SW said there was a targeting aspect to MC's actions, I was not persuaded on a balance of probabilities that there was any targeting. SW's guest was not present to provide any first-person account and the only person to do so was MC. I found MC's testimony to be forthright, consistent and held up under cross-examination on this claim. As such, I relied more on MC's testimony than SW's indirect, hearsay submission. From this, I accept that MC responds, not just with words but with actions, to residents who may contact her for help well outside normal working hours, and I see this incident as being one of those situations, this time with an unfortunate, unintentional outcome.
30. For the breaches of unlawful entry on October 8, 2024 and of the substantial interference with the Tenant's reasonable enjoyment on April 26, 2025, I am ordering an abatement of rent equal to the requested 25% of one month's rent for each incident. The rent at the time of the October 8, 2024 incident was \$1,272.00 and at the time of April 26, 2025 incident, \$1,298.00. This amounts to a total abatement of \$642.50.
31. In the T2 application, the Tenant also asks for the following remedies: that the Landlord stop entering her unit without prior lawful notice; that MC be reprimanded by the LTB; that the Landlord pay a fine to the LTB; and general (non-pecuniary) damages in the amount of \$3,316.00 (3 months of rent) for the ongoing, unsafe and uncomfortable environment SW and her daughter have been living in.
32. The order below will only include direction to the Landlord in respect of prior lawful notices, which I find proper and correct to order based on the unlawful entry of October 8, 2024.
33. I explained to the Tenant that the LTB does not have the jurisdiction to reprimand an employee of the Landlord.
34. With regard to the requested fine, I did not find the Landlord (via MC) showed any blatant disregard for the Act at any time and the order below should be sufficient to address the breaches and to ensure the Landlord adheres/complies with the Act going forward.
35. Finally, with regard to general damages, and with reference to Interpretation Guideline no. 16, I did not find any pattern of substantial interference or harassment from the valid claims made the Tenant under the T2 application (as amended). The one unlawful entry and the one visitors' parking incident/breach were for disparate, unconnected incidents. I understand the Tenant may feel otherwise, but the evidence proffered at the hearing did not convince me of some connection between the two Landlord breaches. As a result, the general damages remedy request is denied.
36. As the Tenant is successful on part of the T2 allegations, the Tenant is entitled to a reimbursement of the T2 filing fee. (reference: Interpretation Guideline no. 3)

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$690.50. This amount represents:
 - \$642.50 for the Landlord's breaches in respect of one unlawful entry and of one incident of substantial interference with the reasonable enjoyment by the Tenant; and
 - \$48.00 for the cost of filing the T2 application.
2. The Landlord shall pay the Tenant the full amount of \$690.50 owing by February 28, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 28, 2026, the Landlord will owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by February 28, 2026, the Tenant may recover this amount by deducting \$690.50 from the monthly rent coming due on March 1, 2026.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.
6. Effectively immediately and for the duration of the tenancy, the Landlord shall only enter the rental unit whenever proper notice of entry has been served on the Tenant, pursuant to the applicable provisions of sections 26 and 27 the *Residential Tenancies Act, 2006*.

February 17, 2026

Date Issued

Alex Brkic

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.