



Order under Section 31 Residential Tenancies Act, 2006

Citation: HAWKINS v JURGENS, 2026 ONLTB 15426

Date: 2026-02-20

File Number: LTB-T-091149-24

In the matter of: 283 DRYDEN ROAD
WAHNAPITAE ON P0M3C0

Between: DENISE HAWKINS Tenant
GHISLAIN CRISPIN

And

KEVIN JURGENS Landlord
JO-ANNE GEORGE

DENISE HAWKINS and GHISLAIN CRISPIN (the 'Tenant') applied for an order determining that KEVIN JURGENS and JO-ANNE GEORGE (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.

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

This application was heard by videoconference on January 27, 2026.

The Landlord, the Landlord’s Legal Representative, Roselle Greuter, the Tenant’s Legal Representative Katrina Eisenhour, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant a total of \$148.00.
2. The Tenant brings this application pursuant to section 29 of *Residential Tenancies Act, 2006* (the ‘Act’) alleging the Landlord breaches of sections 21, 22 and 23 of the Act. The Tenant seeks findings that the Landlords substantially interfered with her reasonable

enjoyment, harassed her, and withheld a vital service, namely water. The Tenant also seeks compensation and an order requiring the Landlords to cease the impugned conduct.

3. The Tenant moved into the rental site on April 11, 2014, and continues to reside there. The Tenant owns the mobile home and leases the land from the Landlord. The Tenant previously had a longstanding lot rental agreement with the former owner, Marjorie Kingwell. The current owners took possession of the mobile home park in or about January 2022. The monthly rent is \$347.13.

Substantial interference and Harassment, etc.

Incidents July 3, and July 5, 2024:

4. The Tenant testified that on July 3, 2024, the male Landlord attended at her rental site three times in the evening. The Tenant stated that he appeared intoxicated, made repeated demands that she pays property taxes, and delivered a handwritten note regarding surveying lot lines. The Tenant described the conduct as confrontational and intimidating. The male Landlord testified that he could not recall the events of July 3, 2024, and did not meaningfully refute the Tenant's description.
5. The Tenant also submitted a recording of a telephone conversation dated July 5, 2024. The male Landlord acknowledged that it was his voice on the recording and admitted that he called the Tenant "*stupid*." He testified that he was angry about a dispute concerning taxes associated with the Tenant's trailer and that he became boisterous during the call.
6. Section 22 of the Act provides that a landlord shall not substantially interfere with the reasonable enjoyment of the rental unit or residential complex for all usual purposes by a tenant. Section 23 provides that a landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.
7. Based on the evidence before me, I find that the male Landlord's unannounced evening attendances at the Tenant's site while appearing intoxicated, combined with demands for payment and statements regarding altering lot boundaries, would reasonably cause distress and undermine a reasonable tenant's sense of security in her home. When considered together with the July 5, 2024, telephone call in which the Landlord used abusive language, I am satisfied on a balance of probabilities that the Landlord's conduct constituted harassment and substantially interfered with the Tenant's reasonable enjoyment of the rental unit.
8. While a landlord is entitled to pursue lawful disagreements about charges or lot boundaries, such disputes must be conducted in a civil and professional manner. Name calling and aggressive conduct are inconsistent with sections 22 and 23 of the Act.
9. Accordingly, I find that the Landlords breached sections 22 and 23 of the Act in relation to the July 3 and July 5, 2024, incidents.
10. The Tenant seeks an abatement of rent. Abatement is a contractual remedy that recognizes that a tenant pays rent for a bundle of goods and services and, where the tenant does not receive what is being paid for because of a landlord's breach, the tenant may be entitled to an abatement proportionate to the reduction in value of the tenancy.

Because abatement reflects a diminution in the value of the rental unit, the impact on the tenant is a relevant factor in assessing quantum. However, a tenant should not receive a greater abatement than an average tenant based on a particular sensitivity unless the landlord knew or ought to have known of that sensitivity before the tenancy began. That is not the case here. Given that the monthly rent is \$347.13, I find that the Tenant is entitled to a rent abatement of \$100.00 for this breach.

Deck dispute:

11. The Tenant testified that she constructed a deck approximately 9 years ago with the consent of the previous landlord but without a municipal permit. In July 2024, she received a municipal Order to Comply. She testified that the City would not issue a permit without the Landlord's written consent and that the Landlord refused to provide that consent. The deck was ultimately dismantled and partially rebuilt at her expense.
12. The Landlord testified that he did not direct the Tenant to remove the deck and that municipal authorities issued the compliance order. The Landlord maintained that alterations to the site require written permission.
13. The evidence establishes that the City initiated enforcement proceedings and that the Tenant did not hold a municipal permit. The Act does not obligate a landlord to consent to structural alterations. A landlord is entitled to require compliance with municipal standards and to control alterations to the rental site, subject to the tenancy agreement.
14. There is insufficient evidence that the Landlord acted in bad faith or improperly interfered with the municipal process. While the Tenant incurred expense and inconvenience, those consequences flowed from municipal enforcement, not from unlawful conduct under the Act.
15. Accordingly, I find that the deck issue does not establish a breach of sections 22 or 23.

Lot Boundary Dispute

16. The parties dispute whether additional space adjacent to the Tenant's site forms part of her leased premises. The Tenant relies on a historical rent adjustment and an affidavit from the previous owner to assert that two areas were merged and incorporated into her lot. The Landlord relies on municipal and MPAC information and asserts that the Tenant is occupying land beyond her lawful site.
17. The evidence establishes that the Landlord told the Tenant to stop using certain portions of land and demanded additional payment if she wished to continue using them. However, there is no evidence that the Landlord physically blocked access, removed essential services, or evicted the Tenant from her primary lot.
18. This dispute is fundamentally a disagreement about the scope of the leased site. The Act does not prohibit a landlord from asserting what he believes to be the proper lot boundaries. On the evidence before me, the boundary dispute itself does not independently amount to substantial interference.

19. However, the manner in which the dispute was pursued, including the July 3, 2024, attendances and the July 5, 2024, telephone call, contributed to the harassment finding addressed above.

Vital Services

20. Section 21 of the Act provides that a landlord shall not withhold the reasonable supply of any vital service. Water is a vital service within the meaning of the Act.
21. To establish a breach of section 21, the Tenant must demonstrate that the Landlord intentionally withheld the service or failed to provide it as required.
22. The Tenant testified that water was shut off on July 4 and July 5, 2024, and briefly again on October 8 and October 9, 2024. The Tenant believes that the shut off was retaliatory. The Landlord denied deliberately shutting off the Tenant's water and testified that the water system is old, that leaks occur, and that water must be shut off temporarily to conduct repairs. The Landlord admitted that he does not have documentation for the July 2024 repair because he performed the work himself.
23. While the timing of the July 2024 shut off coincided with the tax dispute, the Tenant failed to establish on a balance of probabilities that the Landlord deliberately and selectively withheld water in violation of section 21. With respect to the October 2024 incidents, the Tenant acknowledged that she did not know the reason for the shut off and believed it was intentional. Based on the evidence, I am not satisfied that the Tenant has proven that the Landlord intentionally withheld water or failed to provide it.
24. Accordingly, the claim under section 21 of the Act is dismissed.

Remedy:

25. Pursuant to section 31 of the Act, the Landlords shall refrain from engaging in verbal abuse, name calling, or intimidating conduct toward the Tenant. The Landlords shall not make repeated unannounced attendances at the Tenant's site for the purpose of making demands unrelated to lawful rent collection or maintenance obligations. The Landlords shall conduct all future communications with the Tenant in a reasonable and professional manner consistent with their obligations under sections 22 and 23 of the Act.
26. The Tenant requested \$1,000.00 for pain and suffering. Nonpecuniary damages are intended to compensate for distress and loss of enjoyment of life. Although I accept that the Tenant experienced stress and inconvenience, I am satisfied that the rent abatement awarded above provides adequate compensation. The claim for additional nonpecuniary damages is dismissed.
27. The Tenant also requested that the Landlord pay a fine to the Board. Guideline 16 provides that a fine is most appropriate where a landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence. While the Landlord's conduct was inappropriate, I am satisfied that the remedies awarded are sufficient to encourage compliance. No administrative fine is ordered.

28. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

29. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$148.00. This amount represents:
 - \$100.00 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 March 3, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 3, 2026, the Landlord will owe interest. This will be simple interest calculated from March 4, 2026, at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.
5. The Landlords shall refrain from engaging in verbal abuse, name calling, or intimidating conduct toward the Tenant and shall not attend at the Tenant's site except in accordance with the Act.

February 20, 2026
Date Issued

Joy Xiao
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.