



Order under Section 31 Residential Tenancies Act, 2006

Citation: Moher v Talvitie, 2025 ONLTB 86427

Date: 2026-02-23

File Number: LTB-T-031368-25

In the matter of: 45 COUPAL ST
VANIER ON K1L5Z9

Between: Kristen Moher Tenant

And

Robert Talvitie Landlord

Kristen Moher (the 'Tenant') applied for an order determining that Robert Talvitie (the 'Landlord'):

- entered the rental unit illegally.

This application was heard by videoconference on November 3, 2025, and on December 2, 2025. The Landlord and the Tenant attended the hearing. The Landlord was represented by Catheryn Stewart. Paul Muirhead ('PM') attended the hearing as a witness for the Tenant.

Determinations:

Overview

1. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$248.00 and must refrain from entering the rental unit illegally.
2. The Tenant brings her application as amended (document 6425637 in Tribunals Ontario Portal ('TOP')) alleging that the Landlord:
 - a. Entered the rental unit illegally,
 - b. Substantially interfered with the Tenant's reasonable enjoyment, and
 - c. Harassed, coerced, obstructed, threatened or interfered with the Landlord.
3. The amended application describes "20 Points of Contact" on the following dates: November 2024, April 15, 17, 20, May 14, June 5, 6, 14, 27, July 2, 3, 4, 9, 14, 20, 26, 28, 29, August 7, 11, and 19. The application describes the "incidents" by their location ("home", "home and

front yard” ...) and by their nature (“surveillance”, “third-party contact through minor”, inadequate 24-hour notice”...).

4. The original application provides further detail about the Landlord’s entry on April 15, 2025.
5. This dispute has deep roots in the parties’ family issues.
6. The Landlord and the Tenant were romantically involved between 2019 and 2024.
7. The relationship ended in October 2024.
8. Parties are involved in legal proceedings outside of the LTB.

Tenant’s evidence

9. The Tenant caught the Landlord entering her unit without notice on April 15, 2025. The video of the incident is found in document 5591169 and it speaks for itself. The Landlord can be seen entering the unit and walking around. The video is date-stamped, in color, and in relatively high resolution. The Tenant testified that the time of the date stamp may be slightly wrong as she is not sure how to set the cameras up correctly.
10. The Landlord sent the Tenant an email apologizing for his entry and promising never to do it again (document 5462121). The email was sent at 4:57pm on April 15, 2025 and it reads: “Sorry, if you can trust me, that will never happen again.”
11. The Landlord claimed that he entered the unit because of a buzzing sound he could hear. The Tenant called the police, they investigated, and the Landlord was ultimately ordered not to communicate with the Tenant directly.
12. The Landlord then started asking his son (‘Parker’), who was a minor at the time, but turned 18 before the date of the hearing, to communicate with the Tenant on his behalf. The Tenant takes the position that this constitutes harassment and interference with her reasonable enjoyment. She co-parented Parker in the past.
13. The Tenant also complains that the Landlord is now blaming her for damage caused by a minor fire incident in 2023. I note that this claim is nowhere in the Tenant’s application, as amended. It is not properly before me in this application, and I will not address it further. I note that even if it were before me, I would be inclined to dismiss it based on the evidence presented as I am not persuaded that it is more likely than not that the Landlord’s actions in relation to this issue breach the Act. The Tenant similarly testified about some issues with fire alarms. These are similarly not persuasive and similarly not before me in this application as they were not identified in the Tenant’s application as amended.
14. The Tenant also alleges that the Landlord is using various parts of the property that he is not entitled to use (basement, garage, driveway, sheds, front yard, and back yard). She claims that every entry into one of these areas constitutes an illegal entry and the Landlord’s continued use of these areas is contrary to *the Residential Tenancies Act, 2006* (the ‘Act’).
15. These areas used to be shared in the past. The Landlord stores his construction materials in the basement. The Tenant asks that the Landlord does not attend the residential complex without a proper 24-hour notice compliant with the Act.

16. The Landlord lives next door. The Tenant has contacted victim services, the police and others due to his alleged misconduct. The Tenant's son is the same age as the Landlord's and the two boys are friends. The Tenant testified that the Landlord breached his bail conditions by intimidating her and by having people in her backyard. Bail conditions and alleged breaches thereof are not an issue within the purview of the LTB.
17. The Landlord and the Tenant did not have a formal lease. One was provided in October 2024 after the Tenant broke up with the Landlord. The Landlord hand-delivered it to the Tenant in December 2024 and the parties had a 2-hour call during which the Landlord attempted to convince the Tenant to get back together with him. The Landlord's agreement had an addendum that stated that he had access to the basement, the backyard, and the shed, but the Tenant was not agreeable. The Tenant had cleaned out his belongings from these areas.
18. The Tenant testified that she can't move with her children, that she is experiencing distress, and that she would like to be awarded general damages because of the Landlord's misconduct.
19. The Tenant argues that informal agreements during the parties' relationship should not matter now that the relationship had ended. She asserts her right to exclusive possession of all parts of the properties. The Landlord and the Tenant used to be able to go into each other's homes all the time, but the Tenant no longer wishes to see the Landlord anywhere near her property.
20. The Landlord's disclosure claims that the Landlord was conducting fire alarm inspections in all units, but the Tenant disputes this claim. The Tenant demanded production of evidence of these inspections from the Landlord, but the Landlord did not produce it.
21. According to the Tenant, the Landlord continues to observe her through his cameras and ladders against his house. She says that because he is her neighbour, he can see into her backyard from these points of view.
22. The Tenant was cross-examined. The Tenant was very argumentative and evasive on multiple occasions.
23. When asked about the lack of any testimony about any misconduct between October 2024 and April 2025. The Tenant testified that she texted the Landlord in October asking him not to come to her property.
24. She was asked about the dates when the Landlord contacted her. She initially objected to the question, then replied that the Landlord has been unable to contact her due to his bail conditions. After a series of follow-up questions, she said that he indirectly contacted her in August because he was bcc'ed to correspondence to her. After a further series of questions, she admitted that he did not contact her directly.
25. The Landlord's representative asked the Tenant about other contacts. The Tenant explained that the Landlord called her on June 6th and provided a 24-hour notice of inspection. Parker emailed the Tenant 13 times since July 3rd. She was asked whether communications between Parker and herself were personal or related to the rental unit. She was once again evasive and argumentative. She did not answer the question and argued that Parker is a

minor and that she does not have a landlord-tenant relationship with him instead of explaining the nature of communications between them.

26. The Tenant confirmed that the photo located on page 40 of document 6648271 in TOP shows Landlord's belongings in her driveway. She confirmed that these belongings have been there since 2019 or earlier, but some items have been there since 2023 or maybe 2024. She similarly confirmed that photos on pages 46 to 50 of the same package depict some of the Landlord's belongings in the disputed areas of the residential complex although she speculated that some items may have been stolen by the Landlord. This serious allegation was not substantiated.
27. PM provided what amount to character evidence about the Landlord's propensity to enter property illegally. He testified that the Landlord performed some work at PM's cottage, and then entered the cottage without PM's consent after the relationship deteriorated. The parties are now involved in a legal dispute that is outside the purview of the LTB.
28. PM has no first-hand knowledge about any of the allegations in this application. I did not find his evidence relevant or persuasive and will not address it in detail in this order. The Landlord denied PM's allegations. I will similarly not address the Landlord's evidence on this issue. The dispute between PM and the Landlord is outside the jurisdiction of the LTB.

Landlord's evidence

29. The Landlord testified about the entry on April 15, 2025. He claims that he entered the rental unit because he heard a buzzing noise. He was heading out to work, heard a buzzing noise next door, and became concerned. He yelled "hello", didn't receive a reply, entered the unit, went into the living room and the bedroom to see what was happening. I found this explanation to be inconsistent with the video, with the Landlord's email, and with common sense. There is no evidence that any issues were identified during this entry or that any repairs were performed as a result.
30. The Landlord's evidence was that he never gave notice of entry before October 2024 because the parties were in a relationship. The Landlord provided a copy of an unsigned rental agreement he drafted. The rent was \$1,650, not including utilities. Rent has gone up since then.
31. The Landlord testified that the Tenant never had the use of the garage. She never used it and never had a key to it.
32. The Landlord's evidence was that the Tenant never used the basement other than to store a few items. She has a few things in the basement that he allowed her to store as her boyfriend at the time. He provided the same explanation for the Tenant's use of the shed(s).
33. After the relationship broke down, the Landlord did not start providing notice of entry right away. He was asked to repair something in November 2024 and did so without providing a formal notice of entry.
34. The Landlord has provided a proper 24-hour notice every time after April 15, 2025. He gave a notice in June to conduct an inspection. He explained that he has been giving notice to enter the garage and the basement because of police involvement. Police were called by

the Tenant, and they told him to give courtesy notice whenever he entered the residential complex.

35. The Landlord admitted that he was arrested following the April 15, 2025 incident. The arrest was based on the Tenant's allegation of illegal entry. The Landlord was not charged. His bail conditions included not going to the rental unit and he breached these conditions when he walked in front of the Tenant's house. His other bail conditions were not to talk to the Tenant and not to go within 250 meters of her except when he is at his residence. The Landlord has been unable to continue his landlord-tenant relationship with the Tenant as a result. He then asked his son, Parker, to take over communications on his behalf. The bail conditions were somewhat relaxed in the Fall of 2025.

36. Parker has contacted the Tenant exclusively about property-related issues and to provided courtesy notices when accessing the property.

37. The Landlord's tools and supplies are stored in the garage in the basement of the residential complex. He has been storing them there since he purchased the property in 2013.

38. The Landlord categorically denied ever threatening or intimidating the Tenant.

39. The Tenant cross-examined the Landlord.

40. She asked him about the letter she received from Parker and about the lease that the Landlord prepared that the Tenant did not sign.

41. The Landlord admitted that the basement may have been shared by the parties during the relationship but insisted that the rest of the disputed areas were always used exclusively by the Landlord.

42. The Tenant asked him whether the Landlord would provide her access to these areas when asked. The Landlord confirmed that he would grant access to the basement, but not to other areas.

43. The Landlord admitted that he provided no notice of entry before April 15, 2025.

44. He admitted that he removed stair threads from the front steps without notice of entry on April 17th, 2025. It is unclear whether the stairs were inside the Tenant's units and required entry into the Tenant's residence.

45. He confirmed that the Landlord's children have accessed the garage and the driveway 4 times without requesting permission from the Tenant. He admitted that police had advised him to provide courtesy notice before entering.

46. The Landlord denied that his email to the Tenant in which he apologized for entering the unit on April 15th acknowledged wrongdoing. This denial was unpersuasive.

47. He admitted that he used a notice of intent to enter form on June 4th (page 23 of document 6614239) but didn't use it after that.

48. The Tenant cross-examined the Landlord about various entries related to fire alarms and repairs to the porch. He agreed that Parker acted on his direction but denied any wrongdoing. He took the position that all entries were for legitimate reasons.

49. The Landlord confirmed that he never served an eviction notice on the Tenant.

50. On re-direct, the Landlord confirmed that the Tenant only had access to the basement and the garage and only while the parties were in the relationship. The Landlord has always had the keys.

Law and analysis

51. This application is brought under ss. 22, 23, and 25 of the Act.

52. Section 22 states: 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.

53. Section 23 states: A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

54. Under section 25, a landlord may enter a rental unit only in accordance with section 26 or 27.

55. Under s. 202(1), In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so,

(a) may disregard the outward form of a transaction or the separate corporate existence of participants; and

(b) may have regard to the pattern of activities relating to the residential complex or the rental unit.

56. The is the Tenant's application and she bears the burden of proof on a balance of probabilities.

57. As a general comment, I did not find either party's testimony to be entirely credible and reliable. The Tenant was very evasive and argumentative on cross-examination and she exaggerated at least some of her claims. The Landlord's explanation for the entry on April 15th was not credible. Parties are involved in other disputes, and their landlord and tenant relationship appears to be collateral damage to the parties' failed personal relationship. I am not inclined to rely on either party's self-serving testimony alone.

58. I find that the Tenant met the requisite burden of proof in relation to exactly one allegation: illegal entry on April 15, 2025 contrary to s. 25 of the Act.

59. The Landlord's explanation for this entry was not credible. The Tenant's evidence was persuasive and supported by video evidence and by the Landlord's own email.

60. I do not find that the Tenant established that she has exclusive rights to use the basement, the garage, the sheds, the yards, or the driveway. The evidence was conflicting. Parties agree that they shared these areas in the past. I have no reason to prefer the Tenant's

version over the Landlord's. The Landlord has his belongings in the disputed areas. The Tenant herself asked about access to some of these areas that the Landlord would grant her. "Access" is not something one would ask for if they had exclusive possession of an area. The Landlord testified that these areas were his, and the Tenant only had access as his girlfriend, not as his tenant. I find that Landlord's explanation at least as, if not more, consistent with the totality of the evidence, as that of the Tenant in accordance with s. 202(1). I therefore find that these areas either belong to the Landlord exclusively, or are at least shared by the parties. In either case, the Landlord accessing these areas is not a breach of the Act. To the extent the Tenant is uncomfortable with this, it would appear that the issue lies in her personal relationship with her ex-boyfriend rather than with her landlord-tenant relationship.

61. I also do not find that the Tenant established that there were any illegal entries after April 15 or before April 15th. I do not find that the Tenant met the requisite burden of proof in establishing any surveillance.
62. The Tenant did not provide sufficient detail to establish these allegations on a balance of probabilities. Her application alleges illegal entries on multiple dates, but it does not make clear who did what on what date. The Tenant's testimony was similarly vague. It lacked detail about any specific occurrences, and mostly consisted of broad, general, self-serving statements. It would appear that most "entries" pertain to the Landlord or his agent(s) being present in the areas that the Landlord claims to be his or shared. This issue of access to these areas is addressed above.
63. The Landlord asking his son to communicate with the Tenant on the Landlord's behalf is not harassment or interference in and of itself. The Tenant did not explain in a persuasive manner how this action breached the Act. I understand that it may be unpleasant to have the person she co-parented for a period of time as her step-son act as her landlord's agent, but this issue is once again an issue between an ex-boyfriend and an ex-girlfriend in the absence of evidence of misconduct within the meaning of the Act. To find otherwise would be akin to finding that the Landlord interferes with the Tenant's reasonable enjoyment by the very fact that he is her ex-boyfriend and would be inappropriate in my view. The Tenant did not establish any misconduct by Parker or by the Landlord through Parker on a balance of probabilities. There is no reason to believe that the Landlord asked Parker to act as his agent with malicious intent or with disregard for the Tenant's enjoyment of her unit. The Landlord was ordered not to contact the Tenant directly, and asked a family member to do so instead. This appears reasonable on its face in the absence of persuasive evidence to the contrary. If Parker ever acts contrary to the Act, the Landlord may well be found liable for the misconduct of his agent but I am unable to find that this occurred in the application before me.
64. As the Tenant only established one illegal entry, I do not find that she established breach of ss. 22 or 23 of the Act. I do not find any pattern of harassment, coercion or interference. The Tenant testified about it, but did so in general terms and without persuasive detail. The Landlord denied it. The Landlord's version is at least as consistent with the totality of the evidence, if not more consistent with it.

Remedies

65. The application, as amended, requests the following remedies by way of a summary:

- a. Between 26% and 75% abatement of rent from October 2024 to present.
- b. An order requiring the Landlord to stop activities that led to this application, including unauthorized entries, harassment, and use of unqualified third parties.
- c. A fine payable to the LTB.
- d. An order requiring the Landlord to hire a “qualified adult”, not a family member, to communicate with the Tenant.
- e. General damages in the amount of \$3,166.67 for emotional distress caused by the Landlord’s conduct.
- f. An order granting exclusive possession of the front and back yards, including both sheds.
- g. An order for removal of Landlord’s belongings from the sheds, garage, basement and other parts of the property.
- h. An order that Landlord’s notices of entry must comply with ss. 26 and 27 of the Act.

66. As the Tenant only established 1 breach of the Act on one specific date, I find that the Tenant is only entitled to a one-time abatement of \$200 for one illegal entry on April 15, 2025. This amount is equal to almost 4 full days of rent and is sufficient to compensate the Tenant for the loss of her enjoyment of the unit as a result of one illegal entry.

67. The rest of the remedies are denied. Remedy ‘a’ is granted in part but is otherwise excessive as the misconduct was limited to one day.

68. Remedy ‘b’ is not based on any proven misconduct and is therefore denied.

69. Remedy ‘c’ is excessive and unnecessary in all of the circumstances given the Board’s usual practice regarding fines.

70. Remedy ‘d’ is unrelated to any proven misconduct and is therefore denied.

71. Remedy ‘e’ is inappropriate and excessive in the context of one isolated breach of the Act that the Tenant established on a balance of probabilities. General damages are usually awarded where other remedies are insufficient. I find that this is not the case in the application before me – the partial award under remedy ‘a’ is sufficient in the circumstances. The cases relied upon by the Tenant are based on dramatically different facts and much more serious misconduct by landlords. They are easily distinguishable and unhelpful to the Tenant in my view.

72. Remedies ‘f’ and ‘g’ are denied as the Landlord is entitled to at least shared, if not exclusive, possession of these areas.

73. Remedy ‘h’ is granted. For clarity, this applies only to the rental unit that is in the Tenant’s exclusive possession, which I find to be confined to the upper level of the house.

74. The Tenant incurred the cost of \$48.00 in filing this application. I find that she is entitled to a reimbursement of this cost as the partially successful party.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$248.00. This amount represents:
 - \$200.00 rent abatement, and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 5, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 5, 2026, the Landlord will owe interest. This will be simple interest calculated from March 6, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by March 6, 2026, the Tenant may recover this amount by deducting \$248.00 from the rent in April 2026.
5. The Landlord must refrain from entering the rental unit contrary to s. 25 of the Act.

February 23, 2026

Date Issued

Vladimir Nikitin

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.