



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-030121-25

In the matter of: Upper Unit, 190 Mill Street
Oshawa ON L1J2S7

Between: Kadra Douale Tenant

And

Desmond Stewart Landlord

Kadra Douale (the 'Tenant') applied for an order determining that Desmond Stewart (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.
- 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 January 6, 2026.

Only the Tenant's Legal Representative, C. Burk, and the Tenant attended the hearing.

As of 9:48 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay \$20,000.00 to the Tenant on or before March 20, 2025 and the Landlord must refrain from conduct set out below in the order.
2. In this application, the Tenant alleged that the Landlord illegally entered the rental unit, harassed her, withheld vital services, and substantially interfered with her reasonable enjoyment of the rental unit and residential complex.
3. The Tenant testified that she moved into the rental unit on November 23, 2024 with her two children. Her monthly rent is \$2,500.00 and it was due on the 1st day of each month.

Her unit is one of three units in the house and the Landlord resided in the basement unit. The Tenant testified that the Landlord refused to provide her rent receipts despite her requesting them via text message. She provided a copy of a text she sent to the Landlord into evidence (DOC-6847125pg8).

4. The Tenant testified that starting on November 28, 2024 up until February 2025, the Landlord entered her rental unit as he pleased without any notice. She testified that on November 28, 2024 she was experiencing a family issue and the Landlord entered the unit using his key leaving her and her children shaken. She also testified that these similar entries continued into February. She testified that the Landlord would enter during the day when her children were at school or late at night when they were sleeping.
5. The Tenant also testified that the Landlord would leave things in her unit. She testified that one time upon returning home, she found a snow brush on her stove. She sent the Landlord a photo of it and asked, "who left it there?" and he confirmed that it was him. The Tenant provided a copy of their text messages dated January 29, 2025 into evidence (DOC-6847125pg12). She further testified that if she did not respond to the Landlord's calls or texts he would just enter the unit.
6. The Tenant further testified that the Landlord would make forwarding comments to her, like calling her his girlfriend, and also make sexual advances during these entries. She also testified that if the Landlord heard her showering, he would enter the unit and on one occasion he entered the bathroom which led to a physical struggle with him to leave, breaking the shower curtain. She further testified that during one of these entries the Landlord had took a photo of her lying in bed naked and then later sent her a copy of that photo by text which is how she discovered he had been in the unit. The Tenant provided a copy of this photo she received via text around December 27, 2024 from the Landlord into evidence (DOC-6847125pg13).
7. The Tenant further testified that the Landlord would send her voice memos telling her what to do, being angry about her not answering texts, commenting that she is "sneaking out," demeaning her friend, and making comments about her attractiveness and sexuality. In support of her testimony, the Tenant provided a number of voice memos she received from the Landlord into evidence (DOC-6848717, DOC-6848734, DOC-6848763, DOC-6848786, DOC-6848812, DOC-6848870). She also provided a copy of a voice memo into evidence (DOC-6848830) from the Landlord wherein he says he cannot get access to the unit as the outer door is locked. In this voice memo, he requests that the Tenant have one of her children make sure the outer door is not locked if she is not home.
8. The Tenant testified that she reported these issues to the police but not until April 2025 when she received some help from a neighbour. She also testified that she requested that the Landlord delete the photo he had taken but he has not responded to that request.
9. The Tenant also testified that on September 5, 2025 the Landlord shut off vital services, such as hot water, heat, then in mid-September, her bathroom light was not working which she believed was a punishment for her reporting these issues. She contacted the City of Oshawa ('City') to assist with these issues. In support, she provided a copy of an order from the City dated October 10, 2025 (DOC-6847125pgs31-32). She testified water was restored on September 26, 2025 and then shut off again on September 27, 2025 but has since been restored. However, she testified that despite the City's involvement the heat

has still not been restored to the unit. She further testified that she called the police and the Rental Housing Enforcement Unit.

10. Section 22 of the *Residential Tenancies Act, 2006* (the 'Act') provides that:

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.

11. Section 23 of the Act provides that:

A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

12. Harassment is not defined in the Act, however it is generally accepted that harassment is a course of conduct that a person knows, or should know, would be unwelcome by the other person, which is pursued for no legitimate, lawful purpose.

13. In accordance with sections 26 and 27 of the Act, a landlord may only enter a rental unit upon providing written notice at least 24 hours in advance of the entry and only for specific purposes, to show the unit, on consent of the tenant, or in cases of an emergency.

14. Based on the uncontested evidence before me, I was satisfied that the Landlord breached sections 22, 23 and 27 of the Act. I find that the Landlord entered the rental unit illegally on multiple occasions between November 28, 2024 and February 28, 2025. The Landlord never provided a written notice of entry, used his own key, and did not have consent of the Tenant to enter the unit when he did.

15. I also find that the Landlord's conduct amounted to harassment. The Landlord made unwanted comments and sexual advancements on the Tenant during illegal entries, and on one occasion this led to a physical altercation with the Tenant. The Landlord also took an explicit photo of the Tenant while she slept during an illegal entry without the Tenant's knowledge or consent. The Landlord also continued to send unwanted texts and voice memos to the Tenant containing inappropriate comments and instructions.

16. There was no evidence before me that the Landlord withheld or interfered with a vital service prior to the Tenant filing this application. The evidence before me supports a finding that the Landlord withheld water, heat and electricity during the months of September and October 2025. Given this, I find it more likely than not that this conduct was in retaliation to the Tenant filing this application and/or reporting the Landlord's conduct. Therefore, I was satisfied that this conduct of withholding vital services also amounted to harassment.

17. Additionally, I find that the Landlord failed to provide rent receipts to the Tenant as required by section 109 of the Act.

Remedies

18. The Tenant requested a rent abatement of \$5000.00 and general damages of \$15,000.00. The Tenant also requested that the Landlord be ordered to stop all harassment conduct, provide rent receipts, and to not interfere with vital services. The Tenant further requested that the Landlord be ordered to pay an administrative fine.
19. The Tenant resided in the rental unit with her two children, at the time 10 and 14 years old. She testified that the Landlord would not take “no” for an answer, there was no relationship, and she never knew him before taking this rental unit. In her testimony, she described her fear, confusion, helplessness, loss of a sense of security, and loss of privacy. She also described her children being fearful of the Landlord.
20. The evidence before me of the Landlord’s conduct was extremely disturbing. I find it very likely that the Tenant, who is a single mother, was greatly impacted both mentally and physically by this conduct as described in her testimony.
21. There were multiple illegal entries between November 28, 2024 and February 2025, as well the Landlord’s conduct toward the Tenant was egregious, harassing, disturbing, and unlawful. Therefore, I find that an abatement of rent of \$5,000.00, approximately 50% to be appropriate for this period. I also find that general damages of \$15,000.00 is also appropriate in these circumstances.
22. Additionally, I find that the Landlord must refrain from entering the rental unit not in accordance with the Act, making unwanted advances and comments to the Tenant, withholding vital services, and harassing the Tenant. As well, the Landlord shall provide the Tenant with a rent receipt when requested.
24. Guideline 16 of the *Landlord and Tenant Board’s Interpretation Guidelines* (the ‘*Guidelines*’) provides that an administrative fine is a remedy to be used by the LTB to encourage compliance with the Act and to deter landlords from engaging in similar activity in the future. Given the substantial general and compensatory damages awarded above, I am satisfied that no further order is needed to deter the Landlord and that this order adequately addresses his blatant disregard of the Act and the Tenant’s living conditions.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$20,000.00. This amount represents:
 - \$5,000.00 for a rent abatement for the period ending February 28, 2025; and
 - \$15,000.00 for general compensation.
2. The Landlord shall pay the Tenant the full amount owing by March 20, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 20, 2026, the Landlord will owe interest. This will be simple interest calculated from March 21, 2026 at 4.00% annually on the balance outstanding.

4. If the Landlord does not pay the Tenant the full amount owing by March 21, 2026, the Tenant may recover this amount by deducting \$2,500.00 from the rent each month from April 2026 to November 2026.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.
6. The Landlord must refrain from:
 - entering the rental unit not in accordance with the Act;
 - withholding vital services to the rental unit;
 - making unwanted comments and advancements on the Tenant; and
 - harassing the Tenant.
7. The Landlord shall provide the Tenant with a rent receipt when requested by the Tenant.

March 9, 2026
Date Issued

Lisa Del Vecchio
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.