



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-076678-24

In the matter of: B, 396 ONTARIO ST
GRIMSBY ON L3M3H5

Between: Samantha Prince Tenant

And

Catherine Dove Ireland Landlord

Samantha Prince (the 'Tenant') applied for an order determining that Catherine Dove Ireland (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.

This application was heard by videoconference on February 12, 2026 at 09:00 am.

The Landlord, Landlord Support John Dove, the Tenant Representative Nicole Fazzari 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.
2. The rental unit consisted of a basement apartment of a house in which the Landlord resided on the main and upper floors.
3. The Tenant moved into the rental unit on January 1, 2021 and moved to on July 31, 2024. The lawful monthly rent was \$1,541.68.

Substantial interference/Harassment

Tenant testimony and evidence

4. It was the Tenant's uncontested testimony that the Landlord was of the habit of feeding the wildlife that would come into the backyard in and around the Tenant's patio and main entrance. It was also their uncontested testimony that in February 2022 they began to

complain to the Landlord about the wildlife, and their excrement, prevent the Tenant from using their patio, causing damage to their property and gaining access to the rental unit.

5. The Tenant Representative then entered in evidence pictures of the areas affected, including holes by which vermin gain entry to the rental unit along email correspondence between the Tenant and Landlord requesting assistance to rectify the vermin problem.
6. The Tenant then testified that despite their complaints the Landlord failed to act, forcing them to complain to Municipal Law Enforcement (MLE) who issued two property standards orders and sending their own exterminator in April, 2024 due to the Landlord 's failure to comply. This was supported by a copy of the property standards order along with email correspondence entered in evidence.
7. The Tenant then testified that shortly after complaining about the wildlife they started receiving several notices to terminate the tenancy, which in their submission were served in retaliation, and intended to harass and coerce them into vacating the rental unit which they did on July 27, 2024. Copies of the notices were entered in evidence.
8. They then testified that after vacating they learned that the Landlord had been recording their private conversations without consent, constituting an invasion of their privacy. They supported this with copies of the recordings entered in evidence. They also testified that the recordings were taken from inside the Landlord's rental unit.
9. It was also their submission that due to the Landlord's alleged behaviour they suffered significant mental distress supported by a letter from their mental health counsellor entered in evidence.

Remedies sought.

10. Pursuant to the Tenant's amended application, filed September 19, 2024, the following remedies are sought:
 - a. Rent abatement of \$1,541.67;
 - b. Costs to replace damaged property \$1,690.00 supported by screenshots of replacement property entered in evidence
 - c. Difference in rent of \$458.32 a month for 12 months totalling \$5,499.84. Supported by rent receipt for the new rental property entered in evidence; and
 - d. General compensation \$18,500.00.

Landlord testimony and evidence.

11. The Landlord did not deny the issue with the wildlife, claiming at the commencement of the tenancy the Tenant was supportive and participated in the feeding. They then testified to attempting to rectify the cleanliness issues caused but it was too much and following the property standards order they began to work with the MLE and contractors to resolve the issues. They entered email correspondence, along with invoices for contractors to support this. They also testified that the delay in receiving verification of compliance was due to the limitations in the availability of the MLE.

12. It was also their testimony that the efforts to rectify the issue were hampered by the Tenant who refused to clean up their portion of the property and a breakdown in their ability to communicate, that resulted in the issuance of the first N5 Notice for substantial interference.
13. They then testified that the audio recordings were taken, and the other notices were served in exercise of their rights and not intended to harass or coerce the Tenant out. Specifically, the second N5 notice was for alleged use of marijuana affecting their unit, wherein the N7 Notice was issued following loud arguments by the Tenant including one when police were called to the property. This was supported by the General Occurrence report entered in evidence.
14. Based on the above it was also their testimony that the N4 notice for non-payment of rent was necessary as the Tenant had allegedly not paid the July 2024 rent and did not communicate their intent to leave July 31, 2024.
15. They also testified that as part of the inspections conducted by municipal standards it was determined that the rental unit contravened local zoning by-laws. They then Testified that they were unaware that the Tenant had moved out at the end of July 2024 despite having been in receipt of a letter and keys, as the keys were not the same as the ones provided to the Tenant.
16. In response the Tenant did not deny the relationship becoming contentious, their being an incident in which the police attended the rental unit or growing marijuana for personal medical use. However, they also reiterated communicating their intent to vacate the end of July 2024 and therefore believed the N4 Notice was sent to harass them.

Analysis

17. The following sections of the *Residential Tenancies Act, 2006* (the “Act”) are relevant:

Landlord not to interfere with reasonable enjoyment

22 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. 2006, c. 17, s. 22.

Landlord not to harass, etc.

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

18. Several of the issues raised in the Tenant’s application would be subject to subsection 20(1) of the Act and a T6 application. However, the Board has taken the position that substantial interference can still be determined in the absence of subsection 20 analysis. That said I am satisfied that the Tenant should and ought to have filed a T6 application, especially given they were represented at time of filing their amended application. Accordingly, this will affect the remedies awarded.

19. As stated, I am satisfied the Tenant has proven they were substantially interfered with. Specifically, the Landlord admitted that in February 2022 the Tenant complained that the feeding of wildlife was interfering with their use of the backyard, yet it took several complaints to municipal standards and by their own evidence it was not until May 5, 2024 they communicated their alleged compliance with MLE and it wasn't until September 2025 they received verification. As such I am satisfied this extensive delay in responding and ceasing the feeding of wildlife interfered with the Tenant's ability to use the backyard.
20. Similar is my assessment regarding the alleged harassment. Specifically, I am satisfied that the May 2, 2024 N5 Notice to terminate was intended to harass and or intimidate. The Landlord knew that the Tenant had taken issue with their continued feeding of wildlife, its subsequent effect on their portion of the backyard and had filed a complaint to MLE. The notice clearly erroneously shifts responsibility on to the Tenant despite the Landlord acknowledging the aforementioned behaviour and complaint.
21. As to the other notices, I am satisfied that the Landlord was merely exercising their rights. Although being in receipt of notices to terminate and the Tenant was under no obligation to communicate their intent to vacate, given the circumstances I am satisfied the Landlord serving the N4 notice was reasonable given the dates provided. Same is my determination regarding the second N5 and N7 notices given the Landlord's evidence and the parties agreeing that the relationship had become contentious resulting in minimal communication.
22. As to the recordings, given they were taken from inside the Landlord's rental unit, the allegations in the N7 notice and the corresponding General Occurrence Report, I am not satisfied that they constituted interference or harassment.

Remedies awarded.

23. Based on the above determinations I am satisfied that the Tenant is entitled to the following remedies:
 - a. Rent abatement of \$1,541.67. I base this on the fact that the Tenant was unable to enjoy the backyard for the period of May to November for two consecutive years, 2022-2024. In particular the pictures provided clearly showed the area covered in seeds and droppings
 - b. Costs to replace damaged property \$1,690.00. I base this on the photographs entered that showed damage and the approximate cost to replace supported by the screenshots provided; and
 - c. The application filing fee \$48.00.
24. As to the difference in rent, given my determination that all but one of the notices were the Landlord exercising their rights, and that the issue of mice constitutes a maintenance issue not properly before me I am not satisfied it is warranted.

25. Same is my determination regarding the general compensation sought along with the fact that the doctors note was not supported by direct testimony and represents hearsay and as such I do not give it sufficient weight.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$3,279.67. This amount represents:
 - \$1,541.67 for a rent abatement.
 - \$1,690.00 for the reasonable costs that the Tenant will incur to replace property that was disposed of as a result of the Landlord's actions.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 23, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 23, 2026, the Landlord will owe interest. This will be simple interest calculated from March 24, 2026 at 4.00% annually on the balance outstanding.

March 12, 2026

Date Issued

Kelly Delaney

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

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