



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-079308-24

In the matter of: 12 ARTHUR PL
KITCHENER ON N2G1L5

Between: Ryan Doucet Tenant

And

Bob Singh Landlord

Ryan Doucet (the 'Tenant') applied for an order determining that 2800851 (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 and the Tenant attended the hearing.

Determinations:

1. The rental unit consisted of a row townhouse wherein the tenancy commenced on January 1, 2018 and terminated on November 30, 2024 with the Tenants vacating having purchased their own home.
2. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed

Substantial interference/Harassment

3. It was the Tenant's testimony that the substantial interference and harassment stemmed from alleged incidents of the Landlord yelling at them on January 27, 2023, illegal entries on April 23, 2023, August 5, 2023, a failure to attend on September 17, 2023 and a failure to provide parking according to the lease they had signed with the previous Landlord.
4. They entered a video of the parking dispute in evidence while claiming the Landlord harassed them during the incident by having their agent video taping them without their consent. They also submitted an advertisement for the unit posted after they vacated, which included two parking spaces.

5. It was also their testimony that they were interfered with during the period of August 14, 2023 to September 2, 2023, by the Landlord conducting maintenance, without notice, on an adjacent unit following a flood that resulted in them calling by law enforcement given the loud noise and hours during which it occurred.
6. On my own questioning the Tenant admitted to failing to provide a copy of the original lease, denoting the inclusion of parking, submitting it was not their responsibility to provide it.
7. The Tenant's witness testified to their own interactions with the Landlord, claiming the Tenant's allegations were indicative of the Landlord's general behavior and attempted to raise issues not properly before me. However, they did confirm that the Landlord installed a parking lot at the end of the complex.
8. In response the Landlord denied the January 27, 2023 incident or illegally entering the unit on April 23, 2023, August 5, 2023 and serving a notice of entry for September 17, 2023. They also denied that the rental unit included parking and explained the dispute stemmed from the Tenant illegally parking directly next to the gas meter, representing a safety hazard and the parking in the advertisement followed the construction of a parking lot at the other side of the complex after the Tenant's vacated.
9. As to the work conducted between August 14, 2023 to September 2, 2023, they confirmed it was in response to a flood in an adjacent unit, testified they received emergency permission to work extended hours and that they did knock on the rental unit door on September 17, 2023 to inquire if there had been flooding had extended to the unit.
10. The Landlord's testimony was corroborated by their witness who testified to never illegally entering the unit, obtaining emergency permission to work extended hours as a result of the flood and taping the parking altercation as the Tenants were taping the incident. They also testified to being the one to knock on the Tenant's door on

Analysis

11. 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.

12. First, the onus to prove the allegations in an application lies with the applicant. In the case before me, the Tenant failed to provide any evidence to support the allegations of the alleged yelling or illegal entries or notice of entry served and not actioned.

13. As to the parking the Tenant failed to provide a lease denoting that they were entitled to it, and their own witness corroborated the Landlord's submission regarding the advertisement. Regarding the recording without consent, the Tenant could be seen doing the same from their front porch as such I am not satisfied there was a breach in either party's privacy or therefore substantial interference.
14. As to the work conducted between August 14, 2023 to September 2, 2023, it was uncontested that there was a flood in an adjacent unit. I am satisfied that such an incident constitutes an emergency and does not require a notice to other tenants. I am also satisfied that the Landlord had permission to work extended hours as the Tenant failed to provide any evidence to the contrary.
15. Based on the above determinations I find that the Landlord did not interfere with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
16. In the same, I am also satisfied on the balance of probabilities the Landlord did not harass, obstruct, coerce, threaten, or interfere with the Tenant. Accordingly for this reason and those above I must dismiss the Tenant's application.

It is ordered that:

1. The Tenant's application is dismissed.

March 12, 2026
Date Issued

Kelly Delaney
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.

