



Order under Section 31 Residential Tenancies Act, 2006

Citation: Miller v Nguyen, 2026 ONLTB 19236

Date: 2026-03-11

File Number: LTB-T-068704-23

In the matter of: 32 SILKWOOD CRES
NORTH YORK ON M2J1G9

Between: Ivy Miller Tenant

And

Tina Nguyen Landlord

Ivy Miller (the 'Tenant') applied for an order determining that Tina Nguyen (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 July 8, 2025.

The Landlord, the Tenant's legal representative, Julie Matheson, and the Tenant attended the hearing.

Determinations:

1. As explained below, I find on a balance of probabilities that the Landlord illegally entered the Tenant's rental unit, substantially interfered with the Tenant's reasonable enjoyment of the rental unit and residential complex, and harassed or interfered with the Tenant, contrary to sections 22, 23 and 27 of the *Residential Tenancies Act, 2006* (the 'Act').
2. I am not satisfied on a balance of probabilities that the Landlord withheld or interfered with the Tenant's vital services, as alleged under section 21 of the Act.

Illegal entry

3. Section 27 of the Act limits a landlord's right to enter a rental unit during a tenancy. A landlord may enter only in specific circumstances, such as with proper written notice for

inspection or repairs, with the tenant's consent at the time of entry, or in cases of emergency.

4. In her application, the Tenant alleges that during the week of September 18, 2022, the Landlord knocked on her bedroom door and, when the Tenant opened the door, the Landlord came into the bedroom without permission. At the hearing, the Tenant gave oral evidence consistent with this written explanation.
5. The Landlord did not provide a clear or detailed account of this specific incident in her testimony or written materials. The Landlord's evidence focused primarily on disputes about cleaning, cameras and the November 30, 2022, key-return incident.
6. I found the Tenant's evidence on this point to be straightforward and internally consistent. There is no suggestion that there was an emergency or that the Tenant consented to the Landlord remaining in her bedroom once the door was opened.
7. On a balance of probabilities, I accept the Tenant's evidence and find that, during the week of September 18, 2022, the Landlord entered the Tenant's bedroom without proper authority or consent and without any valid reason under the Act.
8. Therefore, I find that the Landlord entered the rental unit illegally, contrary to section 27 of the *Residential Tenancies Act, 2006*.

Substantial Interference

9. Section 22 of the Act provides that a landlord shall not at any time during a tenant's occupancy of a rental unit substantially interfere with the reasonable enjoyment of the rental unit or the residential complex for all usual purposes by the tenant or members of their household. Although not binding on me, Interpretation Guideline 6 provides a helpful explanation that this is a contextual, fact-specific inquiry that looks at the cumulative impact of the landlord's conduct on the tenant.

Cameras and surveillance in the kitchen

10. The Tenant testified that when she arrived on September 17, 2022, she observed cameras in the shared kitchen and other common areas, which had not been visible in the advertising photos. She initially assumed they were for basic security.
11. Shortly after move-in, the Landlord began using the cameras to monitor and correct the tenants' use of the kitchen. The Tenant produced text messages in which the Landlord sent images captured from the kitchen camera showing a roommate cooking and, on another occasion, a still image of the Tenant at the kitchen sink, accompanied by detailed instructions about dishwashing and use of the tap.
12. The Landlord acknowledged installing cameras in the kitchen and testified that she checked the footage when she heard the water running or when "something happens." Her text messages and screenshots, filed in evidence, confirm that she used camera images to monitor and correct the Tenant's behaviour in the kitchen.

13. The Tenant described becoming hyper-aware of being watched whenever she left her bedroom, leading to anxiety and avoidance of the common areas, particularly the kitchen, and contributing to her decision to end the tenancy early.
14. The Tenant's representative referred me to *Marshall v Brady*, 2023 ONLTB 65700, in which the Board found that configuring security cameras so that they surveilled tenants' entrances, yard and laundry facilities, rather than the landlords' own property, constituted harassment and substantial interference with reasonable enjoyment and warranted a significant rent abatement and general damages. I am guided by that reasoning. As in *Marshall*, the evidence here establishes that the cameras were used not simply for security, but as a tool for monitoring and controlling tenants' day-to-day use of the premises in a way that undermined their privacy and comfort.
15. The Tenant further testified that when a friend arrived to drive her to school, the Landlord would routinely come onto the front porch or yard and watch her leave or remain outside until she drove away. The Tenant noticed that if she went directly from her bedroom to the car without delay, the Landlord did not appear, suggesting that the Landlord was monitoring her comings and goings.
16. The Landlord did not seriously dispute being present at these times but characterized her behaviour as ordinary supervision of the property.
17. Given the short duration of the tenancy and the Tenant's position as a student moving into a rooming-house-style arrangement, I am satisfied that the combination of constant camera surveillance in the kitchen, messages and images critiquing the tenants' conduct, and the Landlord's visible monitoring of the Tenant's comings and goings created an oppressive living environment.
18. I find that the Tenant reasonably felt that she was under continuous observation whenever she used the common areas or left the house. Her evidence that this led her to avoid the kitchen and contributed to her decision to vacate early was credible and consistent with the tone of the Landlord's written communications.
19. Therefore, I find that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit and residential complex, contrary to section 22 of the Act.

Harassment, obstruction, coercion, threats or interference

20. Section 23 of the RTA provides that a landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant. Guideline 6 notes that "harassment" typically involves a course of unwelcome conduct which the landlord knew or ought reasonably to have known was unwelcome.

October 1, 2022 early-morning incident

21. The Tenant testified that on October 1, 2022, at approximately 8:00 a.m., the Landlord came to collect rent, loudly complained about cleanliness in the house and banged a vacuum cleaner against the tenants' bedroom doors while shouting that they were "dirty." The Tenant said this episode left her feeling intimidated and embarrassed in front of other occupants.

22. The Landlord acknowledged attending to collect rent and raising cleanliness concerns but denied using the vacuum cleaner to make noise or shouting. Given the overall pattern of communication documented in the messages, I find the Tenant's description of the incident more likely.

October 14, 2022 kitchen incident

23. The Tenant testified that on October 14, 2022, while she was washing dishes in the kitchen, the Landlord came in unnoticed and began loudly criticizing how she was washing dishes and accusing her of being rude and dishonest when she raised concerns about the lack of hot water. The Tenant said she was startled and felt "on edge" for weeks afterwards.
24. The Landlord accepted that there was a confrontation in the kitchen about dishwashing and the hot water issue but framed it as simply correcting the Tenant on how to operate the tap. Again, taking into account the content and tone of the Landlord's messages and her approach to enforcement of house rules, I prefer the Tenant's version that this was an angry confrontation rather than a neutral instruction.

November 30, 2022 key-return incident

25. The Tenant testified that on November 30, 2022, when she attended to return her keys, the Landlord directed her downstairs and proceeded to loudly accuse her of lying about the condition of the room, entered the former bedroom, and tossed the mattress and bedding around while continuing to yell. The Tenant described trembling and crying after the encounter and leaving the house as quickly as she could. The Tenant entered a video into evidence of the event to corroborate this.
26. The Landlord's written narrative confirms that there was a tense confrontation on November 30, 2022, that she inspected the room and flipped the mattress while challenging the Tenant's credibility. This corroborates the core of the Tenant's evidence: that the interaction was emotionally charged, accusatory, and intimidating.
27. Taken together, these incidents, combined with the ongoing surveillance and monitoring described above, amount to a pattern of intimidating and demeaning conduct. The Landlord's behaviour went well beyond legitimate enforcement of reasonable rules. It undermined the Tenant's sense of safety and dignity in the home and contributed to her decision to move out.
28. I therefore find that the Landlord harassed and interfered with the Tenant, contrary to section 23 of the Act.

Vital Services

29. The Tenant also alleged that there was no hot water at the kitchen sink for an extended period and that the Landlord delayed turning on the heat in the fall of 2022.
30. The Landlord testified that hot water was available, but that the Tenant did not initially understand how to operate the tap, and that where there were any interruptions, they were

brief and resolved promptly. She stated that the home was maintained at an appropriate temperature during the heating season.

31. There are no independent records (such as maintenance reports, thermometer readings, or corroborating witness testimony) about the duration or extent of any loss of hot water or heat. On this limited evidentiary record, I cannot determine that there was a sustained interruption of a “vital service” as defined in section 2 of the Act, as opposed to intermittent issues promptly addressed by the Landlord.
32. As a result, I am not satisfied, on a balance of probabilities, that the Landlord withheld or deliberately interfered with vital services within the meaning of section 21 of the Act. Given my findings on the other issues, the failure of this allegation does not materially affect the overall remedy.

Remedies

33. The Tenant’s tenancy began on September 17, 2022 and ended on November 30, 2022. She vacated the unit because she no longer felt comfortable or safe living there. Because the tenancy has ended, certain remedies that relate to the ongoing occupation of the unit, such as termination of the tenancy and an eviction order, are moot and will not be granted. However, section 31 expressly allows the Board to grant remedial orders, including rent abatement and administrative fines, after a tenancy has ended.
34. The Tenant’s representative referred me to *SOT-08218-10 (Re)*, 2010 CanLII 65526 (ON LTB), in which the Board ordered repayment of rent and additional compensation to former tenants who moved out because of the landlord’s actions and failure to provide vacant possession, notwithstanding that they no longer lived in the unit. That decision confirms that the Board may, and should, grant meaningful financial remedies under section 31 where a landlord’s conduct has caused a tenant to leave.
35. The Tenant paid monthly rent of \$650.00 for the period of her tenancy. In her application, she seeks a rent abatement totalling \$988.00. This amount reflects a 50% abatement of her rent for the three months covered by the tenancy (September, October and November 2022), plus \$13.00 to reimburse cleaning supplies she was required to buy for the common areas.
36. Here, the Landlord’s conduct, illegal entry, pervasive camera surveillance used to monitor tenants, repeated confrontations and an aggressive key-return incident, had a serious impact on the Tenant’s ability to use the common areas and to feel safe in the home. The tenancy was short, but the intensity of the interference and the Tenant’s credible evidence that she moved out because of the Landlord’s actions justify a significant abatement.
37. At the same time, the Tenant did have the benefit of occupation of the bedroom and access, albeit constrained, to the common areas during the tenancy. A 50% abatement of the rent for the three months the Tenant paid rent to the Landlord (September, October and November 2022) is \$975.00 (that is, \$325.00 per month × 3 months). I am not persuaded that the cost of cleaning supplies should be separately compensated. I find that a rent abatement of \$975.00 is reasonable and proportionate in the circumstances.

38. The Tenant also asked the Board to impose an administrative fine on the Landlord under section 31(1)(d) of the *Residential Tenancies Act*, 2006. In light of the significant rent abatement and the prospective behaviour order I am making and having regard to the relatively short duration of the tenancy and the fact that there was no unlawful eviction or physical harm, I am not persuaded that an administrative fine is necessary in this case. I therefore decline to order an administrative fine.

39. The Tenant paid \$48.00 to file this application and, in light of my findings, is entitled to reimbursement of that cost.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,023.00. This amount represents:
 - \$975.00 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 22, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 22, 2026, the Landlord will owe interest. This will be simple interest calculated from March 23, 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.

March 11, 2026
Date Issued

Colin Elsby
Member, Landlord and Tenant Board

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