



## **Order under Section 31 Residential Tenancies Act, 2006**

**Citation:** MCCREA v Winter, 2025 ONLTB 70025

**Date:** 2026-03-13

**File Number:** LTB-T-065340-23

**In the matter of:** 1, 7 Fulton Avenue  
Toronto ON M4K1X6

**Between:** Deborah MCCREA Tenant

**And**

Tony Nunno Landlord

Deborah MCCREA, Walkling (the 'Tenant') applied for an order determining that Tony Nunno (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 May 26, 2025, and September 5, 2025.

The Landlord and the Tenant attended the hearings.

### **Determinations:**

1. The Tenant, Ms. McKay, filed an application alleging that the Landlord, harassed her, interfered with her reasonable enjoyment of the rental unit, withheld vital services, discriminated against her, and made the rental unit unsafe and uninhabitable.
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.

### *Alleged Scent-Dispersal or Chemical Device*

3. The Tenant claimed that beginning in late November 2022, the Landlord or the upstairs tenants installed a Wi-Fi-controlled device that released toxic vapours into her apartment, causing throat, eye, and skin irritation.

4. The Landlord categorically denied that any such device existed. He explained that the home is heated by a hydronic boiler and radiator system with no shared HVAC or ductwork connecting the upstairs and basement units.
5. The Landlord categorically denied that any such device existed. He explained that the home is heated by a hydronic boiler and radiator system, with no shared HVAC or ductwork connecting the upstairs and basement units.
6. Again, I find no merit in this allegation. By the Tenant's own admission, the fire department inspected the rental unit on December 2, 2022. Their report confirms that officials used chemical-detection equipment and found no hazardous materials or scent devices. The Tenant's theory that vapours could travel through flooring or drywall is unsupported by any credible evidence. Accordingly, this portion of the Tenant's claim is dismissed.

#### *Black Mold and Bathroom Repair*

7. The Tenant alleged that during a bathroom-floor repair the Landlord exposed her to black mold and failed to use protective gear.
8. The Landlord testified that he discovered minor rotted wood under the toilet while correcting a rocking fixture and showed the Tenant the damage to explain the repair.
9. I also find this allegation without merit. The evidence does not establish that visible mould was present or that spores were released. There is no medical or photographic evidence supporting the Tenant's claim. This portion of the Tenant's application is dismissed.

#### *Internet Service Interruptions*

10. The Tenant stated that her internet lines were cut twice during the tenancy upstairs, interrupting her online work.
11. The Landlord acknowledged the interruptions. He testified that the first incident was treated as vandalism by unknown persons and that the second, occurring nearly two years later, was caused by a low-hanging wire likely pulled down by a passing truck.
12. The Tenant provided no evidence linking either event to the Landlord or the upstairs tenants. I find that these were isolated external incidents not related to the conduct of the Landlord or other tenants. This portion of the Tenant's claim is dismissed.

#### *Items Stored in the Garage*

13. The Tenant alleged that the Landlord damaged her items stored in the garage—specifically that he punctured her garden hose and flattened her bicycle tire.
14. Yet again, the Tenant's allegations lack merit. The garage was a common area for residents of the complex. The Tenant failed to provide any evidence suggesting that the punctured hose or flattened tire were caused by the Landlord, or anyone connected to him. This portion of the Tenant's claim is dismissed.

#### *Dead Animals on the Property*

15. The Tenant testified she found several dead squirrels and birds, which she believed had been poisoned.
16. The Landlord denied poisoning animals or leaving carcasses. The Tenant offered no photographs, reports, or pest-control evidence confirming the presence of dead animals, let alone that the Landlord was involved. This portion of the Tenant's claim is dismissed.

#### *Damage to Lawn*

17. The Tenant stated that the upstairs tenants' dog urinated on the lawn, killing grass and degrading the yard, and that the Landlord failed to act.
18. The Landlord admitted receiving one complaint and testified that he directed the upstairs tenants to reseed the lawn, which they did. He denied receiving any further complaints.
19. The Tenant produced photographs from 2022 but could not show repeated or continuing damage after the Landlord's response.
20. For interference to constitute a breach of section 22 of the Residential Tenancies Act, 2006, it must be substantial. A minor inconvenience or brief disruption does not normally warrant a remedy. (*Pajelle Investments Ltd. v. Herbold*, [1976] 2 S.C.R. 520, 1975 CanLII 32 (SCC)).
21. I accept that the Landlord addressed the matter promptly when first notified. There is no evidence of ongoing interference. I find the incident to be a minor inconvenience rather than a substantial interference under the Act. This portion of the Tenant's claim is dismissed.

#### *Security Camera Installation*

22. The Tenant claimed the Landlord substantially interfered with her reasonable enjoyment by placing a security camera on the exterior of the property to spy on her.
23. The Tenant's own evidence was that she objected to a proposed installation near her door, and the Landlord instead mounted a non-functional camera on the exterior garage wall facing the driveway.
24. Because the camera was not operational, there is no basis for the Tenant's belief that the Landlord was surveilling her. In any event, it was placed in a common area, and landlords are entitled to install cameras in common spaces for security purposes. Accordingly, this portion of the Tenant's claim is dismissed.
25. The camera was not functioning so there is no basis for the Tenant to believe the Landlord is spy on her. Regardless of functionality, the camera was placed in common area of the residential complex. It is settled law that a landlord has a right to place a camera in a common space. Accordingly, this portion of the Tenant's claim is dismissed.

#### *Google Street View Removal*

26. The Tenant argued that the image of the house disappeared from Google Street View during the period of alleged harassment and that the Landlord must have requested its removal.
27. The Landlord testified that he never made such a request and preferred the property to remain visible on Google.
28. Again, the Tenant led no evidence to support her theory that the Landlord had the property from Google. The Tenant's speculative belief is insufficient to prove, on a balance of probabilities, that the Landlord contacted Google to have the residential complex removed.
29. Even if the Landlord contacted Google, I find it unlikely that the Landlord had the means to convince Google to remove the rental unit removed from the platform. Therefore, this portion of the Tenant's claim is dismissed.

*Skeleton*

30. The Tenant testified that shortly after her cats died, the Landlord placed a human skeleton in the front yard in September 2023 to harass her.
31. The Landlord admitted placing a plastic Halloween skeleton as part of annual decorations and explained his family traditionally decorates for Halloween and hands out candy.
32. I accept the Landlord's testimony that it was a plastic skeleton, and not a human skeleton as the Tenant suggests. I further accept the fact that it was done as a Halloween decoration and not as means to harass the Tenant. Therefore, this portion of the Tenant's application is dismissed.

**It is ordered that:**

1. The Tenant's application is dismissed.

**MArch 13, 2026**  
**Date Issued**

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**Bryan Delorenzi**  
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor  
Toronto ON M7A 2G6