



Order under Section 69 Residential Tenancies Act, 2006

Citation: Arkilander v Tanner, 2026 ONLTB 25181

Date: 2026-03-27

File Number: LTB-L-105141-25

In the matter of: Main Floor, 74 Gordon St.
Belleville ON K8P3E8

Between: Lawrence Arkilander Landlord

And

Tandie Tanner Tenant

Lawrence Arkilander (the 'Landlord') applied for an order to terminate the tenancy and evict Tandie Tanner (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building. The Landlord also applied for an order that the Tenant compensate him for out-of-pocket expenses caused by substantial interference.

This application was heard by videoconference on March 23, 2026.

The Landlord and the Tenant attended the hearing.

Reasons:

1. The Landlord applies to terminate the tenancy based on an N7 notice of termination. The N7 alleged that the Tenant substantially interfered with the Landlord's reasonable enjoyment of the premises on four occasions in October, 2025.
2. For the following reasons, I find that the Tenant substantially interfered with the Landlord's reasonable enjoyment on October 15, 2025 by entering his home for an improper purpose. The tenancy will continue on the condition that the Tenant does not do so again.

Factual context

3. The residential complex is a house. The Tenant rents the main floor of the house. The basement is a separate residential unit, which contains a laundry machine.
4. The tenancy began on May 1, 2025. The Tenant's understanding was that the Landlord would live in the basement unit, but would not be there very often. She testified that it was

important to her that the basement be largely unoccupied, because there was no soundproofing between the two units. As well, she agreed to pay the hydro bill because the basement unit would not use much hydro.

5. The Landlord agrees that he rarely stays in the basement in the summer, as he lives elsewhere. However, he testified that each Thanksgiving, he moves into the basement and lives there for the winter.
6. The parties signed a lease which indicated that laundry and storage were not included in the tenancy. However, shortly after the tenancy began, the Landlord started letting the Tenant use the laundry machine in the basement unit. He characterized the arrangement as a "privilege" which he could revoke at any time. At some point, he also started letting her store belongings in the basement unit, which he also characterized as a "privilege."
7. After the incidents which are the subject of this application, the Landlord revoked the Tenant's laundry and storage access. I gather that the Tenant has filed a T2 application contesting the revocation. The question of whether the Landlord had the right to revoke laundry and storage access will be decided in that proceeding.
8. For the purpose of this proceeding, it is sufficient to note that, in October 2025, the Tenant was allowed to enter the basement unit to do laundry and access storage.

October 15, 2025

9. On October 2, 2025, the Landlord sent the Tenant an email informing her that his friend, named Andy, would be staying in the basement that winter. He told her that he would pay her \$75.00 in compensation for the utilities Andy would use, and assured her that Andy would be unobtrusive. He confirmed that the Tenant would still be able to access the laundry room.
10. The Tenant was upset by the email. She felt that the Landlord had promised her that the basement unit would be mostly empty. She was concerned about hydro usage and noise.
11. Respectfully, I do not think that the Tenant's reaction to the email was reasonable. She rented a unit in a complex with two residential units. She should have expected that someone might reside in the other unit. Even if the Landlord was not spending much time in the basement when the Tenant rented her unit, people's living arrangements change over time. Nobody should expect residential accommodation to be kept vacant for their convenience.
12. If the Tenant was concerned about noise and hydro usage, she could have discussed those concerns with the Landlord. As it happens, Andy intended to install soundproofing, and the Landlord proactively offered to pay for utilities usage. The Tenant's concerns were premature at best.
13. The Tenant did not discuss her concerns with the Landlord. Instead, she waited until October 15, 2025, when the Landlord was in the basement, showing the unit to Andy. The Tenant entered the basement to raise her concerns with both Andy and the Landlord.

14. The Landlord argues that the Tenant's conduct on October 15 substantially interfered with his reasonable enjoyment in three ways. I will consider each of them.

Uninvited entry

15. First, the Landlord argues that the Tenant should not have entered his unit. He testified that she "barged in" without knocking.
16. I agree with the Landlord. The Tenant had the right to enter the basement unit, but only for the purpose of doing laundry or accessing storage. The unit was the Landlord's personal residential space. By entering the Landlord's home uninvited, for the purpose of raising concerns about her tenancy, the Tenant substantially interfered with his reasonable enjoyment.

Interference with the Landlord's business

17. The Landlord testified that the Tenant demanded to know why Andy was there and how long he would be there. He believes that her goal was to persuade Andy not to rent the basement unit. He argues that she substantially interfered with his reasonable enjoyment by trying to drive away a prospective tenant.
18. The Tenant testified that her goal was to "clarify the situation" regarding hydro usage and noise. She denies trying to persuade Andy not to rent the unit.
19. Both parties' testimony was vague as to the details of their conversation. I have little reason to prefer either party's recollection over the other's. The Landlord bears the onus of proof in this application. As the evidence is equally weak on both sides, I do not find that the Landlord has proved that the Tenant tried to persuade Andy not to rent the basement.
20. I also note that, after the October 15 incident, Andy still planned to rent the basement.
21. The Landlord has not proved that the Tenant substantially interfered with his lawful right to offer the basement unit for rent.

Rudeness and profanity

22. The Landlord also testified that the Tenant was angry and rude on October 15. The only specific rude behaviour he identified was that, as the Tenant was leaving, she told him "you're a piece of shit."
23. The Tenant acknowledges the statement. She says that she was upset because she felt that the Landlord had lied about how the basement would be used.
24. Rudeness alone does not necessarily constitute substantial interference with reasonable enjoyment. The *Residential Tenancies Act, 2006* (RTA) does not require that landlords and tenants be on friendly terms. In some cases, rudeness and profanity can be sufficiently serious as to constitute substantial interference with reasonable enjoyment, but in my view, a single instance of profanity does not rise to that level. The Tenant's comment no doubt interfered with the Landlord's reasonable enjoyment, but the Landlord has not established that the interference was substantial within the meaning of the RTA.

Night of October 15, 2025

25. After the incident, the Landlord testified that, at 11:30pm that night, he was woken up by the Tenant pounding or stomping on the floor. He believes that she made the noise deliberately.
26. The Tenant denies making excessive noise.
27. The evidence does not establish that the noise on October 15 was excessive, and there is certainly no evidence that the Tenant made noise deliberately. The Landlord acknowledges that there is a lack of soundproofing between the two units.

October 17, 2025

28. On October 17, 2025, Andy attended the premises to install soundproofing between the two units. The Landlord alleges that the Tenant threatened Andy, warning him that living below her would be difficult. As a result, Andy cancelled his agreement to rent the basement, and the Landlord lost rental income.
29. The Tenant denies the allegation.
30. The only two witnesses to the conversation were Andy and the Tenant. The Landlord was not present.
31. The Landlord says that he asked Andy to testify in this proceeding, but Andy refused. He says that his only contact information for Andy is a telephone number, so he was not able to serve a summons to compel his testimony.
32. Since Andy could not be called to testify, the Landlord proposed to instead testify regarding what Andy told him about the October 17 incident. The proposed testimony would be hearsay. The Landlord and Tenant Board (LTB) has the discretion to admit hearsay, but must consider whether it would be fair to do so (*Manikam v. Toronto Community Housing Corporation*, 2019 ONSC 2083 (CanLII)).
33. In this case, since Andy's direct testimony was not available, I held that I would allow the Landlord to adduce hearsay testimony, but would then also allow the Tenant to adduce hearsay in response. The Tenant proposed to adduce text messages Andy had sent her, which she said would have contradicted the Landlord's account of the October 17 conversation.
34. After I made that ruling, the Landlord opted not to give hearsay testimony regarding Andy's statements. Consequently, there is no evidence before me to prove the October 17 allegation, and the Tenant was not required to adduce evidence to refute the allegation.
35. This also means that the Landlord's claim for compensation for lost rental income has also not been proved. In the alternative, even if the Landlord had proved that the Tenant had substantially interfered with his rights, I would not have awarded compensation as I am not satisfied that lost rental income is an "out-of-pocket expense" within the meaning of section 88.1(4) of the RTA.

October 21, 2026

36. The building's front door has an outward-facing security camera. The Tenant concedes that on October 21, 2026, she used a piece of tape to block the camera. She says that she was upset with the Landlord. An hour later, she calmed down and removed the tape.
37. The Landlord testified that either he or his fiancée removed the tape, but he could not remember which. Given the apparent unreliability of the Landlord's memory regarding the tape, I prefer the Tenant's testimony and find that she removed the tape.
38. I am not satisfied that a single instance of blocking the camera for one hour constituted *substantial* interference with the Landlord's reasonable enjoyment. There is no evidence that the incident impacted the Landlord in any way.

Relief from eviction

39. The Landlord has proved that, on October 15, 2025, the Tenant substantially interfered with his reasonable enjoyment of the premises, by entering his unit for a purpose other than to do laundry or access storage.
40. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the RTA, and find that it would not be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the RTA.
41. The Tenant entered the Landlord's home uninvited. However, it was a space that she was permitted to enter to do laundry and store her belongings, which the Landlord rarely used. The infraction was relatively minor.
42. Furthermore, the Tenant is contrite. She recognizes that she should not have acted as she did, even though she was upset and feels that she was justified in being upset. I have no reason to think that she will make the same mistake again.
43. The Landlord argues that I should terminate the tenancy, in part, because the Tenant is financially well-off and eviction would not cause her hardship. I am not persuaded by that argument. Eviction is a remedy of last resort, which deprives a person of their home. That is true even for someone who can afford to move.
44. The Landlord also argues that as a result of the incidents, his relationship with the Tenant has become "toxic." I am not persuaded by that argument either. As mentioned above, the RTA does not require that landlords and tenants be on friendly terms.
45. In all the circumstances, it would not be unfair to permit the tenancy to continue, on the condition that the Tenant not enter the basement for any improper purpose. An order will issue accordingly.

It is ordered that:

1. Until March 27, 2027, the Tenant shall not enter the basement unit for any purpose other than to do laundry or access storage.

2. This order does not prohibit the Tenant from entering the basement to do laundry or access storage, but does not authorize her to enter for those purposes either. The question of whether she has the right to enter for those purposes will be decided in a different proceeding.
3. If the Tenant fails to comply with paragraph 1 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall pay the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before April 1, 2026, she will start to owe interest. This will be simple interest calculated from April 2, 2026 at 4.00% annually on the balance outstanding.

March 27, 2026

Date Issued

Dale Whitmore

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.