



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-098693-24

In the matter of: 26 Casselman Road
Morrisburg ON K0C1X0

Between: Sunnie Cantin Tenant

And

Kimberly Anne Heuff Landlord

Sunnie Cantin (the 'Tenant') applied for an order determining that Kimberly Anne Heuff (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 March 26, 2026.

The Tenant and the Tenant's Representative, Marie Beaupre and the Landlord attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord shall be required to compensate the Tenant pursuant to the terms of this order.
2. The Tenant, Susan Cantin (S.C.), testified that after she initially occupied the rental property, her former landlord listed and sold the property to the Purchaser/Landlord named in this application.
3. On or about September 28, 2023, the Tenant was served with an N12 Notice to terminate a tenancy for the Purchaser's own use and residential occupation. The N12 notice sought vacant possession of the rental property on or before November 30, 2023.
4. S.C. testified that on November 30, 2023, the Landlord/Purchaser had approximately half of the Tenant's backyard space paved with gravel. The Landlord did not communicate their intent to do this to the Tenant ahead of time. The Tenant did not consent or agree to this being done.

5. On or about December 1, 2023, the Landlord had a large sized wooden shed installed on a pad in the Tenant's backyard. S.C. also testified that a large tractor was parked on her driveway preventing her from parking her motor vehicle. A photograph of the tractor and gravel was tendered as evidence by the Tenant.
6. S.C. testified that on January 10th, and 31st, 2024, the Landlord and or their guests were causing or creating excessive noise disturbances. The excessive noise was described as loud talking, laughing, and music. S.C. also testified the Landlord and/or their guests caused or created further excessive noise disturbances on February 11th, and 19th, 2024. S.C. testified that she tried to speak to the Landlord about the noise disturbances but that each time she attempted to do so, the noise would simply be increased.
7. On or about March 15, 2024, the Landlord had an existing tree line in the backyard removed. S.C. testified that this tree line was a separation between the backyard of the two joined properties as the property was a duplex. S.C. testified that when she initially occupied the rental unit, she was given access to one half of the entire yard, which included a small space for her gardening and a small shed for her to maintain or store some of her personal belongings.
8. On or about late March 2024, the Landlord had a fence erected at the end of the Tenant's driveway. This fence had a gate door which had a padlock and was inaccessible to the Tenant. The installation of the fence/gate resulted in the Tenant's inability to access the backyard. The rental property had a front door and side door. Neither of the doors provided the Tenant with access to the yard. The Tenant tendered a photograph of the wooden fence/gate erected with a padlock on it.
9. On or about April 2, 2024, the Landlord had a large trench dug out in the yard leading to the large shed. Multiple holes were also made in the yard for the placement of posts to support the installation of a large wooden deck.
10. On April 11, 2024, the Landlord had additional gravel delivered to the property. S.C. also testified that the Landlord parked their motor vehicle on the Tenant's front lawn and a truck on the Tenant's driveway. This prevented the Tenant from accessing the front lawn or parking on their driveway. S.C. also testified that the Landlord and/or agent thereof placed a piece of plywood against the Tenant's window to block the Tenant's security camera. Photographs of the vehicle parked on the front lawn and wooden board blocking the Tenant's window were tendered into evidence.
11. On April 12, 2024, the Tenant's driveway was blocked by a vehicle parked on her driveway. This prevented the Tenant from parking her motor vehicle in her driveway. The Tenant tendered evidence in the form of a photograph showing a vehicle blocking her driveway.
12. On April 19, 2024, a trailer was parked on the Tenant's front lawn. This prevented the Tenant from accessing her front lawn. The Tenant tendered evidence in the form of a photograph showing a trailer parked on the Tenant's front lawn. The Landlord also had a large second shed installed in the backyard. The second shed was not installed in the Tenant's yard.

13. On April 21, 2024, the Tenant's back window was sprayed with a substance that the Tenant believed to be spray foam. This action prevented the Tenant from having the ability to see through her back window and interfered with her ability to monitor the property with security cameras. The Tenant tendered a video of someone spraying her back window with a substance that looked like a foam spray.
14. On April 22, 2024, the Tenant's back window was propped closed with a shovel being placed outside of the window. This prevented the Tenant from opening their window. The Tenant tendered a photograph showing a shovel placed outside of the window in such a manner as to interfere with the window being opened.
15. On April 23, 2024, the Tenant observed a long ladder placed against the outside of the rental property. S.C. testified that the ladder led up to the proximity of where her son's room was located. This concerned the Tenant because she believed that the Landlord's son had been watching her. The Tenant tendered a photograph of a ladder leaning against the rental property.
16. On April 24, 2024, the Landlord's son placed his garbage on the Tenant's driveway.
17. On April 27, 2024, S.C. contacted the police department and had them attend the unit so that she could peacefully remove her personal belongings from the back shed. S.C. testified that some her personal belongings had been removed by the Landlord or agent thereof.
18. On April 29, 2024, the Tenant's window was blocked by a piece of plywood being placed against the window. The Tenant tendered a video of the window being blocked by a large piece of plywood. The video also shows the Tenant's security camera being hit by the plywood causing the camera to fall and break.
19. On May 2, 2024, the Tenant's back window was sprayed with a foamy substance which prevented the Tenant from looking through the window or observing the property with their security cameras.
20. On May 8, 2024, the Landlord's son placed additional garbage on the Tenant's driveway. The Tenant tendered a photograph of the garbage placed in the driveway.
21. S.C. testified that the Landlord also moved the Tenant's shed in the yard from its original position to the very back corner of the yard. The Landlord also had the Tenant's BBQ removed from the backyard and placed in the Tenant's driveway.
22. On May 12, 2024, the Tenant vacated the rental unit. S.C. testified that the Landlord obtained an order from the Board for termination of the tenancy based on the Purchaser's own use which required the Tenant to vacate the rental unit on or before June 30, 2024. S.C. testified that she felt compelled to vacate the unit prior the June 30, 2024, because of the actions taken by the Landlord.
23. S.C. sought a rent abatement in the amount of \$2,640.00. This amount was equal to a 50% rent abatement for the period of December 2023, through to March 2024, and a 100% abatement for the period of April and May 2024.

24. S.C. also sought general compensation in the amount of \$10,000.00 for the stress caused by having to go through all these circumstances. S.C. testified that the actions of the Landlord were unreasonable, substantially interfered with the Tenant's reasonable enjoyment and amounted to harassment on part of the Landlord.
25. On cross examination, S.C. testified to having a good relationship with her former landlord. She did concede to being irritated by the former landlord listing the property for sale not too long after her occupying the property but did maintain good relations with him.
26. S.C. confirmed that the rental property had originally been listed by different realtors, and the property did not sell. The property was later re-listed and sold by the current Landlord named in this application, who is also a realtor.
27. S.C. confirmed to be the mother of two boys who are 22, and 25 years of age. S.C. testified that one of her sons' studies in the United States but lives with her when he is in Canada.
28. S.C. confirmed that the Landlord never specifically told her she could not access the backyard but did confirm that the gate was locked and that she was never provided with a key to the lock.
29. S.C. confirmed that her partner had a verbal confrontation with the Landlord on one heated occasion.
30. S.C. also confirmed and acknowledged understanding that the Landlord's son had mental health issues which may have been the reason for some of his behavior.
31. The Landlord, Kimberly Ann Heuff (K.A.H.), testified that she purchased on the property from the former Landlord and took ownership of the property on December 1, 2023. K.A.H. also testified that she is a licensed realtor.
32. K.A.H. testified that she assumed that the Tenant would have vacated the property on or before November 30, 2023, because this was the termination dated identified in the N12 Notice of termination that was served on the Tenant on September 28, 2023.
33. K.A.H. confirms that on or about November 30, 2023, she had a large load of gravel delivered to the rental property and distributed in a portion of the backyard. K.A.H. also confirms having a large wooden shed installed in the yard on a pad. K.A.H. testified that she received the former Landlord's consent to pour gravel on November 30, 2023.
34. K.A.H. testified that she had the shed installed because she required a safe place to store all her personal belongings. K.A.H. testified that she used the shed as a storage space for her personal belongings.
35. K.A.H. testified that she was not aware that the Tenant had exclusive use of any portion of the backyard. K.A.H. also confirmed that she did not have any discussions with the Tenant or ask the Tenant what if any use of the yard she had prior to having the yard partially filled with gravel and a shed installed. The gravel and the shed were installed in the portion of the yard that was directly behind the Tenant's unit.

36. K.A.H. testified that the former Landlord informed her that the small shed in the yard belonged to him and the items inside were also his. The former landlord was not called as a witness to corroborate the Landlord's testimony.
37. K.A.H. testified that she attempted to enter the Tenant's rental unit sometime in December 2023, but the Tenant refused to allow the Landlord entry because they disputed the lawfulness of the notice of entry provided to the Tenant.
38. K.A.H. testified that the excessive noise that the Tenant testified to in January, and February 2023, was not intentionally caused or created by the Landlord. The Landlord was simply having conversations or listening to music with guests and did not have the intention of causing a noise disturbance.
39. K.A.H. testified that she had the fence installed at the end of the Tenant's driveway for the purpose of securing the backyard of the property, and more importantly the Landlord's personal belongings located in the shed. K.A.H. testified that she never placed or installed a lock on the fence/gate leading to the backyard and that the Tenant had access to the yard. K.A.H. did confirm seeing a padlock on the gate in a photograph tendered as evidence by the Tenant, but she maintained that she did not install the lock, and it may have been her son who installed it. K.A.H. testified that the gate was erected sometime in March 2024.
40. K.A.H. testified that she removed the existing tree line in the backyard. She did not believe that the tree line was convenient and felt as a new homeowner she had the right to remove the tree line as she deemed fit. She did not speak with the Tenant prior to doing this.
41. K.A.H. testified that she had a large deck installed in the backyard on or about April 2024. She confirmed that she did not discuss the installation of this deck with the Tenant prior to doing so. The deck as shown in the photographs clearly occupied what were previously two separate backyards.
42. K.A.H. testified that the work that she had done on the property was to improve the home that she had just purchased and intended on occupying for her own personal use and residential occupation. She identified this as work that had to be done whether the Tenant vacated or not.
43. K.A.H. confirmed that the photographs tendered into as evidence by the Tenant show the Landlord's motor vehicle parked in the Tenant's driveway but maintained that she did not park it in the Tenant's driveway. K.A.H. testified that her son may have done this without her knowledge. She did not dispute this may have been done on multiple occasions.
44. K.A.H. testified that the photographs also show a trailer and motor vehicle parked on the Tenant's front lawn but maintained that she did not park them on the lawn and was not aware of this being done. K.A.H. maintained that her son may have done this without her knowledge.

45. K.A.H. testified that she believed that the videos tendered as evidence by the Tenant showing a wooden board being placed against the Tenant's window was being done out of an abundance of caution and safety to prevent the window from being damaged. K.A.H. states this would have been done when the holes in the yard for the deck posts were being dug out. K.A.H. did not explain why the individual placing the board in front of the window did not take sufficient care to avoid hitting and breaking the Tenant's security camera.
46. K.A.H. testified that she believed the videos tendered by the Tenant showing the Tenant's window being sprayed was a video of the Tenant's window being washed with soap or a cleaner.
47. K.A.H. testified that she did not dispose of any garbage on the Tenant's driveway but did confirm that one of the items belonged to her son and that he may have done this without her permission.
48. K.A.H. testified she had more gravel delivered to the property so that she could apply the gravel and extend the size of the Tenant's driveway. She found this to be a benefit to the Tenant. She did not give the Tenant advance notice of doing this, nor did she ask the Tenant for their consent to do so.
49. K.A.H. testified that she is a single mother who has gone through a very difficult relationship and purchased the property as her forever home and fresh start in life. She maintained that all the work was done in a very safe and professional manner.
50. K.A.H. testified that she did not believe that the Tenant had any exclusive use of the backyard and as such felt that she was well within her rights to carry out the actions as identified above.
51. Based on the evidence, I am satisfied that the Tenant had exclusive use of a portion of the backyard. I am also satisfied that the Landlord unilaterally occupied the backyard space which the Tenant previously had access to. In doing so the Landlord erected a large fence and locked gate which prevented the Tenant from accessing the backyard.
52. I am also satisfied that an agent, worker, or guest of the Landlord parked their motor vehicle and trailer on the Tenant's front lawn and in the Tenant's driveway on multiple occasions. The Landlord had a driveway on the other side of the property as this was a duplex. Accordingly, the motor vehicle and trailer could have been parked in the other driveway which would not affect the Tenant. This was not the case and resulted in the Tenant having to park their car on the street.
53. I am also satisfied that substance sprayed on the Tenant's window was more than likely to prevent the Tenant from having use of their security camera. I make this finding because the Tenant's only identified the windows with cameras as being spray foamed. If this was cleaning it would have been applied to all the windows and not only the windows that have cameras. I am also satisfied that a lack of care was taken when covering the Tenant's windows with the wooden boards. This resulted in the Tenant's camera being broken.

54. I am not satisfied that the excessive noise disturbances that the Tenant testified to was intentionally done by the Landlord as it is just as probable that the noise was simply what the Landlord believed to be a conversation amongst friends or listening to music. These incidents only occurred on a handful of occasions.
55. I am mindful of the Landlord's position that many of the actions were not done by the Landlord and that they did not have knowledge at the time. I am also mindful that the Landlord's son has mental health issues which may have a role to play in the actions of the Landlord's son. Having said this, I am also mindful that the Landlord's son was at the property as an agent for the Landlord. Accordingly, the Landlord would be responsible for the actions of her son.
56. Therefore, I find that 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. This includes blocking the Tenant's access to the backyard, blocking the Tenant's access to their driveway, and preventing the Tenant from accessing their belongings in the backyard shed.
57. Therefore, I find that the Landlord and/or Agent thereof harassed the Tenant. The harassment included spraying the Tenant's window with a foam substance to prevent them from using their security camera, blocking the Tenant's access to the driveway, parking in the Tenant's front yard, and disposing of garbage onto the Tenant's driveway.

Remedies

58. Therefore, I find that a rent abatement of \$990.00 is appropriate in these circumstances. This rent abatement is equal to a 20% rent abatement for the period of December 1, 2023, through to March 31, 2024, and a rent abatement of 35% for the period of April 1, 2024, through to May 31, 2024, the period to which rent was paid. The lawful rent was \$660.00 per month. I find this amount to be more appropriate than the 50% and 100% abatement sought by the Tenant because despite incidents referenced above, the Tenant still had full use of her rental unit and living space. I am also mindful that the Tenant would not have had to access the yard in the winter as often as she would in the summer. The amounts granted are based on these factors and the severity of the substantial interference and harassment as it worsened towards the end of the tenancy.
59. Therefore, I also find that general compensation in the amount of \$2,500.00 is appropriate in the circumstances. I find this amount to be appropriate because the Landlord's actions taken had a direct impact on the Tenant's tenancy between the period of December 1, 2023, through to May 12, 2024, the date on which the Tenant vacated the rental unit. I find that the actions substantially interfered with the Tenant's reasonable enjoyment of the rental unit and constituted harassment in some instances. The Tenant was treated as though she did not have any rights or authority to be in the unit, with any rights being blatantly disregarded.

60. I am mindful that many of the actions described by the Tenant were not taken by the Landlord directly but rather by someone who the Landlord authorized to be on the property, in this instance, the Landlord's son. The Landlord is responsible for her son's actions. I am also mindful that the Landlord's son has a medical condition which may have impacted his judgement and that is considered when rendering this decision.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$3,538.00. This amount represents:
 - \$990.00 for a rent abatement.
 - \$2,500.00 for general compensation.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 18, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 18, 2026, the Landlord will owe interest. This will be simple interest calculated from April 19, 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.

April 7, 2026
Date Issued

Ilan Shingait
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.