



Order under Section 31 Residential Tenancies Act, 2006

Citation: Alexander v Hunter, 2026 ONLTB 27250

Date: 2026-04-10

File Number: LTB-T-078700-24

In the matter of: 3, 211 PARK ST
BROCKVILLE ON K6V2H4

Between: Ferguson Alexander Tenant

And

Ken Hunter Landlord

Ferguson Alexander (the 'Tenant') applied for an order determining that Ken Hunter (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 17, 2026. Only the Tenant's Agent, Starlight Ferguson ('SF'), and the Tenant's Legal Representative, Francis Dobri, attended the hearing.

As of 9:19 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

Preliminary Issue:

1. The Tenant's Agent submits that the Tenant had passed away on June 21, 2025. However, she states she has personal knowledge of the matter as she is the Tenant's daughter and estate administrator.
2. In reviewing the Board's Rules on Evidence, I could find no reason that the Tenant's Agent would not be permitted to give evidence. Thus, I allowed the Tenant's Agent to testify, and the hearing proceeded.

3. Of note, no request to amend the application was made nor served on the Landlord prior to the hearing in accordance with the Board's Rules. Therefore, I have not amended the application to reflect the Estate as a party.

Tenant's T2 Application

4. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$15,700.00.
5. By way of background, the rental unit was a home which had been converted into apartments; the Landlord lived in an adjacent portion of the house. When the tenancy began, the Tenant and his mother each resided in separate apartments located on the second floor. In about April 2021, the Tenant paid \$3,700.00 for a stairlift to be installed.
6. On about May 1, 2024, the Landlord and his agents removed the stairlift without notice. Photos of the stairlift were submitted into evidence (Doc-7552248, Ex. 1, pgs 3-9). The metal frames which affixed the stairlift to the stairs appeared to have been cut with a tool, rather than just unscrewed from the floor.
7. The Tenant sought legal counsel. On June 4, 2024, counsel wrote the Landlord and advised that the Tenant required the stairlift for medical reasons and cites both the *Residential Tenancies Act* ('the Act') and the *Human Rights Code* ('the Code') and requests the stairlift be reinstalled (Ex. 1, pgs 11-12).
8. On or about June 14, 2024, the Landlord responded stating that the stair lift had been installed for the use of the Tenant's mother, rather than the Tenant (Ex. 1, pgs 14-15). It also refers to the building code which the Landlord relies on to explain that the stairlift "...reduces with [sic] width and the egress required for the fire code....". The letter concludes that the Tenant has some "medical problems" but states the Landlord cannot "legally install this lift."
9. Counsel replied to the Landlord on July 31, 2024, and reiterated the Code and explained the paramountcy of the Code over other legalisation which includes the Building Code (Ex 1, pgs 17-33). The letter also included a doctor's note indicating that the Tenant suffered from hip and back pain. Lastly, attached to counsel's letter was the Ontario Human Rights Commission Policy on ableism and directed the Landlord to the relevant portions of the Landlord's duty to accommodate. There is no evidence that the Landlord responded to the second letter from the Tenant's counsel.
10. SF testified. She is the Tenant's daughter. She explained that her father suffered from end stage COPD. He had also been involved in a car accident which had left him with screws and plates in his hip. This caused him a great deal of pain and suffering when using the stairs. Between the two ailments, her father frequently rarely left his rental unit and when he did, he would have significant difficulties requiring frequent rests. Almost weekly, she says, an ambulance had to be called to assist. He frequently had "accidents" where he was unable to get to a washroom because of the time it took him to get up the stairs. When SF attended the unit to visit, he would throw his keys down to her from the balcony, to avoid having to go down the stairs to unlock the door. He relied heavily on SF to bring him groceries, because he could not leave his unit. She testified the loss of the stairlift significantly reduced his independence.

11. SF also testified that as far as she knows, the stairlift is still in the Landlord's possession; it was never returned to the Tenant. She also noted that there was no reason for the Landlord to have cut the metal plates which affixed the stairlift to the stairs. Rather, she says this was done deliberately as a mechanism to harass the Tenant because she asserts the Landlord was trying to evict her father for "ridiculous excuses." However, I note that SF could not point to any specific examples of what these ridiculous excuses were.
12. Section 22 and Section 23 of the Act says 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 which it is located for all usual purposes by a tenant or members of his or her household. A landlord shall not harass, obstruct, coerce, threaten, or interfere with a tenant.
13. There is no definition of "harassment" under the Act but generally speaking, harassment is usually considered to be a course of conduct that a reasonable person knows or ought to know would be unwelcome. Section 22 of the Act contains both a subjective and objective element. The interference must be substantial; that is a subjective element as not every tenant will be equally adversely impacted by various kinds of behaviour complained of. The objective element arises from the phrase "reasonable enjoyment" meaning the Board must ask itself whether or not the reasonable person would consider the behaviour to be unreasonable.
14. In the case of *Caputo v Newberg* [2009] O.J. No. 2659 (Ont. Div. Ct.), the Divisional Court instructs that I am to weigh all of the circumstances in making my decision, in par. 13:

[13] The Board Member is entitled to weigh the overall circumstances relevant to the situation of both the landlord and the tenant to provide what the tribunal perceives to be a fair result.
15. Given the uncontested testimony of SF, I find that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit for all usual purposes and interfered with the Tenant by removing the stairlift. Although the Landlord did not attend to give evidence, I have considered the evidence found in his correspondence of June 14, 2024. The letter states that the stairlift had been installed for the use of the Tenant's mother, rather than the Tenant himself. However, it is unclear to me why this would matter. It also does not confer the right for the Landlord to then not only remove the equipment, but to dispose or take possession of the equipment which they did not pay for.
16. Further, when I consider the definition of harassment, I find that a reasonable landlord knows, or ought to know, that it is unreasonable to damage a piece of equipment particularly when that equipment's sole purpose is to aid mobility, and I find it unreasonable to deliberately damage the equipment in the process. I further find it would be unreasonable not to have first considered whether the removal of the stairlift would have a negative impact on the individual(s) who may be rely on that equipment.
17. Given the evidence, I am satisfied that the Tenant met their onus of proof that the Landlord harassed and interfered with the Tenant's reasonable enjoyment of the rental unit by removing the stairlift, and by failing to return the stairlift.

THE ONTARIO HUMAN RIGHTS CODE

18. The *Human Rights Code* (the 'Code') has paramountcy over all other provincial legislation including the *Residential Tenancies Act* (the 'Act'). In *Walmer Developments v. Wolch*, 2003 CanLII 42163, the Divisional Court says that the Tribunal must interpret and apply the provisions of the *Code* to the matters that are before us.
19. Pursuant to s. (1) of the *Code*, housing is considered a service or facility to which the *Code* applies.
20. Section 2(1) specifies that persons who may fall under the *Code* have the right to accommodation.
21. Once a finding is made that a tenant is covered by one or more of the categories found in s. 2(1) of the *Code*, the burden shifts to the Landlord to accommodate the tenant to the point of undue hardship.
22. In the circumstances, and in particular given that the Landlord was advised by the Tenant's counsel that the stairlift was required as an accommodation for the Tenant, I also find the Landlord failed to accommodate the Tenant to the point of undue hardship as required pursuant to the Act. As soon as the Landlord was made aware that the Tenant required the reasonable accommodation, one which he already had been using for several years, the Landlord was required to take reasonable steps to accommodate him.
23. I am also not persuaded that either Building Code or Fire Code would have paramountcy over the *Code*, as found in *Walmer*. Again, counsel pointed the Landlord to these specific areas, and this was seemingly ignored by the Landlord.

Remedies

24. The Tenant seeks \$3,700.00 for the stairlift and \$31,300.00 in general compensation, and a fine to the Landlord.
25. The Tenant did not provide receipts for the stairlift presumably because it had been installed some time earlier. However, given my experience and knowledge of similar cases, I find that \$3,700.00 is a reasonable amount for the cost of a stairlift. It is a costly piece of medical equipment typically sold and installed by specialized companies.
26. Given I am of the view that at the very least the Landlord was not permitted to keep the Tenant's belongings, I find it appropriate to award the Tenant the cost of the stairlift. The Landlord shall pay to the Tenant \$3,700.00.
27. General compensation is intended to capture the intangible losses suffered by the Tenant for the Landlord's breach. SF's evidence was that Tenant suffered not only physical symptoms associated with his pain and shortness of breath, both exacerbated by the removal of the stair lift, but that he also suffered from a loss of dignity.
28. Although the guidance in *Offredi v. 751768 Ontario Ltd.*, 1994 CanLII 11006 (ON SCDC) pertains to a lack of maintenance which constituted substantial interference with the tenants' reasonable enjoyment, I find the Divisional Court's guidance useful regardless.

[15] It is well recognized in the authorities that there is no neat formula for determining an appropriate amount by way of abatement. In other words slide rule precision is not possible. (...) The ultimate objective is to set an amount that is fair in all the circumstances.

29. In reviewing similar cases of the Board, remedies vary from as little as \$500.00 to as much as \$15,000.00. Thus, I did not find reviewing similar cases to be particularly instructive to the matter at hand. However, when I consider the Divisional Court's guidance in *Offredi*, and the impact that the removal the stairlift had on the Tenant, the length of time the Tenant was affected by the Landlord's breach (May 1, 2024 through June 21, 2025), the Landlord's response to the situation, and in the absence of any evidence from the Landlord, I find it is appropriate to award the Tenant \$12,000.00.
30. I am also not of the view a fine is necessary in these circumstances. The Act is intended to be remedial, not punitive. As the Tenant has already been awarded a remedy, I find that this sufficiently acts a deterrent against future unlawful conduct on behalf of the Landlord.
31. SF also submits she would want the stairlift returned. However, to do so would in effect result in double recovery. Therefore, I decline to make an order for the return of the stairlift.
32. This order contains all of the reasons within it. No further reasons shall issue.

It is ordered that:

1. The total amount the Landlord shall pay to the Tenant is \$15,700.00. This amount represents:
 - \$3,700.00 for the reasonable costs that the Tenant has or will incur to replace the property that was destroyed as a result of the Landlord's breach; and,
 - \$12,000.00 for general compensation.
2. The Landlord shall pay the Tenant the full amount owing by April 14, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 14, 2026, the Landlord will owe interest. This will be simple interest calculated from April 15, 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 10, 2026
Date Issued

Jane Dean
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.