



Order under Section 31 Residential Tenancies Act, 2006

Citation: Kuru v Anagonou Sessi, 2026 ONLTB 22054

Date: 2026-04-16

File Number: LTB-T-066527-25

In the matter of: 561, 1505 Sherbourne St
Toronto ON M4X0A1

Between: Kamran Kuru Tenant

And

Kodjo Anagonou Sessi Landlord

Kodjo Anagonou Sessi (the 'Tenant') applied for an order determining that Kamran Kuru (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.
- And that harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on March 10, 2026.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Merve Ozdemir. The Tenant was self-represented and did not speak with Duty Counsel prior to the hearing.

Board interpreter, Manuel Costa, provided interpretation French to English and English to French.

Determinations:

1. As explained below, the Tenant has not proven the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Application Amended

2. The Landlord pointed out as a preliminary issue that the application had been filed with the incorrect parties listed as 'Landlord' and 'Tenant'.
3. The Tenant requested to amend his application, and as both parties had received the Notice and were present, I saw no prejudice to amending the Application.

4. The Application was amended to list Mr. Sessi as the Tenant, or Applicant; and Mr. Kuru as the 'Landlord' or Respondent.

Particulars missing in application

5. The original application was handwritten in French and aside from the date of being assaulted by a co-tenant, July 11, 2025, the application mentions no dates and no specifics about the allegations of harassment and substantial interference.
6. The Landlord objected to the provision of an application in French, but was overruled because this is the Tenant's constitutional language right. The Landlord is responsible for translating documentation that is served on them and are expected to attend the hearing prepared.
7. *Ball v. Metro Capital Property* [2002] O.J. No. 5931 is the leading case on particulars that are required to be included in a notice of termination, but it is a well-established principle of procedural fairness that parties be given adequate notice of the "case to meet".
8. In this case, the Tenant's application was vague and it would have been preferable for it to contain more details. However, reviewing the Tenant's application along with the evidence that was disclosed in support of it, in my view the Landlord knew or ought to have known that the Tenant's allegation centered around events that took place on or around July 11, 2025. As a result, I was satisfied that it would not be procedurally unfair to permit the Tenant to pursue that allegation. The Landlord did not object.

Facts

9. The Tenant alleged that he was assaulted by another tenant in the residential complex when he responded to a knock at his door on July 11, 2025. He said the other tenant threatened him and hit him with his chest and fled.
10. The Tenant called police, and when the co-tenant found out, he ran.
11. The Tenant spoke to police and the police indicated that they had already spoken to the co-tenant, and because there were two different versions of events – including one version in which the Tenant was the aggressor - they were not going to lay any charges.
12. Two days later, a woman from the building management called the Tenant and said she heard the other version of events first (that the Tenant had been the aggressor), and told the Tenant he would need to move out.
13. The Tenant disputed this and said he did not feel safe.
14. The building manager offered another apartment in the city, but they only had a two-bedroom apartment available, which was more expensive.
15. The Tenant declined this offer and the building manager indicated they could not accommodate him further, and that they would evict him if he didn't accept their offer.

16. At some point after that, the Tenant came home from work at 6:30 p.m. one day and saw a young man who works for the building management who passed on the message that if the Tenant did not accept the relocation offer, he would be evicted.
17. The Tenant contacted the building management and said he was traumatized and argued that they were giving the co-tenant all the power.
18. On August 2, 2025, Harrington Housing, Inc. served an N7 Notice to End the Tenancy for Causing Serious Problems in the Rental Unit. DOC-6226056 (Exhibit 1). The Tenant did not move out of the unit by the termination date, and the application was never filed.
19. The Tenant testified that the co-tenant and his girlfriend have since moved out of the apartment last summer, that things are better, and he has chosen to continue living in the residential complex.
20. The Landlord's representative did not call evidence or cross-examine the Tenant, so the Tenant's testimony is uncontested.

Substantial Interference

21. The Tenant bears the burden on a balance of probabilities of proving that the Landlord substantially interfered with, coerced, and harassed him.
22. In *Hassan v. Niagara Housing Authority*, [2000] O.J. No.5650, the Divisional Court confirmed that landlords have a positive obligation duty under the *Residential Tenancies Act, 2006* (The Act) to provide quiet enjoyment to tenants and must take reasonably necessary action against any other tenants in the residential complex who are intruding on the reasonable enjoyment of others.
23. In the days following the assault, the Tenant alleges the Landlord and the Agents of the Landlord threatened, coerced and substantially interfered in his enjoyment of property.
24. Section 23 of the Act states: "A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant."
25. While there is no definition of "harassment" in the Act, the *Ontario Human Rights Code* defines "harassment" as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known as unwelcome."
26. The Tenant testified that two days after the assault, the building manager called and indicated the other tenant had given a different story and suggested the Tenant was the aggressor. As a result, the building manager indicated to the Tenant that he would have to leave the complex. She offered him another apartment in the city, but it was a 2-bedroom unit and more expensive.
27. The Tenant testified that he was told if he did not accept the offer, his lease would be terminated, and he would be evicted.

28. A few days later at 6:30 p.m., a young man from the Building Management appeared at the Tenant's rental unit to inform him that he had to accept the offer to move to another rental unit.
29. Regarding *Hassan*, from the Tenant's description of the interactions, I find that the Landlord was likely taking steps to ascertain and resolve a situation of tenants in conflict.
30. From the Tenant's perspective, I find that these three interactions of threatening eviction could, on their face, feel harassing to him.
31. But I must weigh the positive duty of the Landlord to fulfill their obligations under the Act against the Tenant's allegation that the Landlord's behaviour constituted harassment.
32. Objectively, in the totality of the circumstances, I do not find these three interactions rise to the level of harassment.
33. I find that the Landlord was more likely than not fulfilling their obligation to manage the residential complex and investigate a complaint of assault between tenants. I find that the Landlord communicated with the Tenant for the purposes of exercising their obligations under the Act and remedy a difficult situation.
34. If the Landlord had idly sat by, the Tenant might indeed have made out a case of harassment and substantial interference.
35. That being said, as the Landlord did not call evidence or testify, I have no evidence before me about the Landlord's understanding of the situation, what if any investigation they undertook, or the conclusions they made that led them to serve an eviction notice on the Tenant.
36. Therefore, I do not find that the Landlord's behaviour constituted vexatious conduct that was known, or reasonably ought to have been known, as unwelcome, such that the Landlord could be said to have harassed the Tenant.
37. In this case, I find that the Tenant has not proven their application on a balance of probabilities.

It is ordered that:

1. The Tenant's application is dismissed.

April 16, 2026
Date Issued

Vanessa Davies
Member, Landlord and Tenant Board

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

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