



Order under Section 31 Residential Tenancies Act, 2006

Citation: Marras v Weir, 2026 ONLTB 28815

Date: 2026-04-28

File Number: LTB-T-071134-24

In the matter of: UPPER UNIT, 131 MCELDERRY RD
GUELPH ON N1G 4J8

Between: Gabriele Marras
Shadi Nayeri Tenants

and

Don Weir
Tina Weir Landlords

Gabriele Marras and Shadi Nayeri (the 'Tenants') applied for an order determining that Don Weir and Tina Weir (the 'Landlords'):

- 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.

The Tenants also applied for an order determining that the Landlords failed to meet the Landlords' maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was heard in videoconference room 132 on April 2, 2026.

The Tenants, their legal representative Moazzam Alvi and the Landlords attended the hearing.

Determinations:

1. The Tenants claim the Landlords breached section 20 of the *Residential Tenancies Act, 2006* (the 'Act') by failing to adequately remediate mould in the shower stall, substantially interfered with their reasonable enjoyment by depriving them of the exclusive use of the main entrance of the residential complex and harassed them by speaking to them in an untoward fashion.

Disrepair

2. I was shown photographs of staining on the grout between the tiles and the caulking in one section of the shower stall. The Tenants claim this was toxic black mould that was so dangerous it made continued living in the rental unit impossible.
3. The Tenants also showed me correspondence where they complained to the Landlords about the shower, and the Landlords responded by asking for an appointment to enter so they might re-do the grout and caulking. The Tenants did not respond to the Landlords' email and did not renew their complaint. They offered three, internally inconsistent explanations for this omission.
4. First, the Tenants argued that since the Landlords were in the unit often to deal with other maintenance issues, it was incumbent on them to inspect and remediate the shower issue without further prompting. I accept the Landlord's testimony that they assumed there were no further problems with the shower because they received no further complaints about it. That assumption was reasonable given that the Tenants were regularly lodging complaints about other issues.
5. Second, the Tenants testified that at this point hostility between the parties was such that any further communication would be futile. I find this argument to be inconsistent with the Tenants' admission that the Landlords were, even at this time, actively responding to their other maintenance issues.
6. Third, the Landlords' proposal to re-do the grout and caulking by themselves was unacceptable to the Tenants who—having done research of an unspecified nature, in combination with their own expertise gained through training, education or experience of an undescribed nature—had determined that the Landlords' intended course of remediation was dangerous. The Tenants were not prepared to let unqualified persons do the work because black mould is toxic and must only be handled by trained professionals lest toxic spores spread throughout their living environment. I reject this explanation because it contradicts the Tenants' other explanations and because the photographs do not show an infestation of mould, of any genus. The Tenants were not qualified as experts and provided no reliable opinion evidence. I am not prepared to accept that the staining or mildew, or the Landlords' proposal to remove it, posed a risk to health without credible evidence.
7. In *Onyskiw v. CJM Property Management Ltd.* (2016), the Court of Appeal for Ontario explained that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the argument that a landlord is automatically in breach of their maintenance obligation the instant a problem arises.¹
8. Guided by the decision in *Onyskiw*, I find the Tenants have failed to prove any disrepair on a balance of probabilities because their evidence does not show an infestation of mould.

¹ 2016 ONCA 477.

Also, the Landlords responded adequately by offering to fix it, which the Tenants refused for reasons that are not credible. This disrepair claim must be dismissed.

Substantial Interference

9. The Tenants say sharing the main entrance of the residential complex with their basement neighbour created the potential for intrusions on their privacy that substantially interfered with their reasonable enjoyment of the rental unit.
10. The Tenants lived in the Upper Unit of the house. The basement contains a separate residential unit which can be accessed through a stairwell leading down from the foyer beyond the front door and also from the garage. That resident used the garage entrance and the Tenants used the front door.
11. At some point after the start of the tenancy, the Landlord agreed to the Tenants' request to place a one-way latch on the door separating the basement's stairwell from the foyer so it could not be opened from below. This was done so the Tenants could have added privacy and posed no problems because the basement resident preferred to enter through the garage.
12. When the garage door broke in August 2023, it focused the Landlords' attention on the potential dangers of this arrangement. They realised that having removed the basement resident's means of egress through the foyer by latching it, that person would have no way to escape in an emergency if the garage door malfunctioned. After consulting the fire department, the Landlords confirmed that locking the door to the stairwell was dangerous and unlawful. So they removed the latch and gave the basement resident the code for the front door.
13. The Tenants argue that giving the basement resident access to the front door created privacy concerns amounting to substantial interference. They do not argue that sharing the door caused any conflict with their neighbour or that anyone has actually entered their living space uninvited. They say they lived with the fear that the basement resident, or any of her guests, might enter the foyer and have a view of the Tenants living space.
14. Section 22 of the Act codifies the covenant of quiet enjoyment that is implied in all tenancy agreements:

22 A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

15. I find the Tenants have not proven a breach of section 22 on a balance of probabilities. The Tenants' expectation that the front door and the foyer beyond it were for their exclusive use is not substantiated by the evidence and is unreasonable. The written tenancy agreement is silent on the issue. The Tenants acknowledge that on viewing the rental unit they saw the stairwell to the basement and understood they would have a

neighbour who lived there. I do not accept the Tenants' argument that the Landlord admitted, or impliedly added, the exclusive use of the foyer by installing the latch.

16. The Tenants understood and agreed they would be sharing the building with a neighbour. Some level of interference is to be expected in a residential complex of this nature. The Tenants' expectation that they would have absolute privacy was not a feature of the tenancy, either expressly or by implication. The Act and the covenant of quiet enjoyment implied in all tenancy agreements promise reasonable enjoyment for all usual purposes free from substantial interference. It does not guarantee absolute privacy or freedom from all interference on terms defined unilaterally by tenants.
17. In any case, there was no evidence of any actual interference. The Tenants showed me correspondence confirming that the basement neighbour preferred to continue using the garage even after the Landlord gave her the code for the front door. This is consistent with the Landlord's position that he was not compelling the basement resident to use the front door, only that she ought to have unimpeded access in case of an emergency.
18. The Tenants described one occasion when the keypad for the garage door wasn't working and their neighbour used the main entrance, with the Tenants' permission. Apart from that, the Tenants had no direct evidence of anyone else actually using the main entrance of the house. They mentioned the shifting of shoes and a doormat as circumstantial evidence that someone other than themselves must have entered the foyer when they weren't there to see it. Even if I accept this evidence at its highest and draw the inference the Tenants invite, it would show that whatever interference there may have been with the Tenants' right to privacy would be trivial and therefore cannot be characterised as substantial within the meaning of section 22 of the Act.
19. Guided by section 202 of the Act that requires me to have regard to the pattern of activities to ascertain the real substance of all transactions, I find that the Tenants have not proven that their tenancy agreement included the exclusive use of the front door or of the foyer, or that the Landlords interfered with their reasonable enjoyment of the rental unit for all usual purposes.

Harassment

20. The Tenants allege the Landlord enlisted the fire department to harass them. Apparently, an official visited the rental unit stating he was in the area doing regular door-to-door visits of all houses to give advice and guidance on fire safety. It later emerged that the official may have attended in response to the Landlords' enquiries. The Tenants said the official entered without permission, although the record of the Tenants' written complaints to the fire department seems to suggest the person left when asked.
21. The Landlords do not deny that they asked the fire department to visit the residential complex to verify it was compliant with regulations and to educate the residents, if necessary. They deny they arranged this particular visit and deny any knowledge of what transpired during the visit.
22. I find this allegation of harassment has not been proven on a balance of probabilities because the Tenants' speculation that the fire official is a friend of the Landlords who colluded with them to harass the Tenants is entirely unsubstantiated by any evidence. The

Tenants' subjective belief that they were targeted is not enough, absent evidence of malice or collusion by the Landlords.

23. The Tenants also rely on an audio recording to show that the Landlords' manner of speaking with them was harassing. This theory of liability was not identified as an issue in dispute following the case management conference of October 2, 2025, was not pleaded in the Tenants' application nor the eight-page addendum to their application. No request to amend was delivered in advance of the hearing.
24. Still, since the parties were clearly aware of the issue and came prepared to present evidence and submissions on it, I granted an amendment to include this allegation by authority of clause 201(1)(f) with reference to the criteria in Rule 15 of the Board's *Rules of Procedure*. I find it fair and expeditious that the dispute be resolved in these proceedings.
25. In the recording, both Tenants and both Landlords are discussing the dispute about access to the front door. The Tenants assert their right to exclusive use and say their legal advisors will provide their position in writing. The Landlords are heard saying the advice they have received is to the contrary and that the basement resident must have unimpeded means of egress through the front door, at least until their respective lawyers can clarify the situation. The first-named Landlord and the second-named Tenant are heard speaking in an agitated tone.
26. I would not characterize the conversation as harassment because it contains no abusive language and no threats. All it proves is that the parties were genuinely aggrieved, with upset feelings on both sides. Even if I were to agree with the Tenants that the first-named Landlord was rude to them in that conversation—which I do not—I cannot accept that it amounts to harassment within the meaning of section 23. That provision requires proof that the Landlords engaged in a course of conduct that they knew, ought reasonably to have known, would be unwelcome. No doubt the Tenants considered this conversation unwelcome and unpleasant, but the Tenants' subjective response alone does not prove a breach of the Act. I heard nothing on the recording, in either the substance or tone of the Landlords' conversation, that could objectively be characterized as harassment, considered either in isolation or in light of the surrounding circumstances. Therefore, I find that this allegation must be dismissed because the Tenants failed to prove it on a balance of probabilities.

Other unproven claims

27. The Tenants' application also claimed compensation for the malfunctioning garage door, a leaky sink, a missing floor tile and rotted deck boards. The claim in respect of the garage door must be dismissed because the Tenants testified that it was repaired within a week, which I find to be reasonable. The remainder of the disrepair claims are also dismissed because the Tenants advised they were not pursuing them in earnest and led no evidence in support of them.

It is ordered that:

1. The application is amended to include an allegation of harassment in relation to the conversation of April 16, 2024.

2. The application is dismissed.

April 28, 2026
Date Issued

Nersi Makki
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.