



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-017709-25

In the matter of: 1007 Denise Street
Timmins ON P4P1C3

Between: Shalissa Hannaberry Tenant

And

Gilbert Boulanger Landlord

Shalissa Hannaberry (the 'Tenant') applied for an order determining that Gilbert Boulanger (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, interfered with, obstructed, coerced or threatened them

This application was heard by videoconference on April 21, 2026.

Only the Tenant attended the hearing.

As of 12:37 p.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:

Background

1. The tenancy commenced on July 1, 2017, and the Tenant vacated the rental unit on June 1, 2025.
2. The Tenant's T2 application is based on section 22 and 23 of the *Residential Tenancies Act, 2006* (the "Act").
3. Section 22 of the Act states: 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.

4. Section 23 of the Act states: A landlord shall not harass, obstruct, coerce, threaten, or interfere with a tenant.

Tenant Evidence

5. At the hearing, the Tenant withdrew all allegations related to maintenance and repair issues in the rental unit. I would note at the outset that these applications are not based on the rights set out in s. 20(1) of the Act. This is not a T6 application. As a result, allegations of disrepair that are included in the application as filed and in the evidentiary record are not properly before the Board and are not dealt with in this order. However, complaints concerning the behaviour of the Landlords and/or their agents when in and around the rental unit doing maintenance work and repairs are.
6. The Tenant also attempted to raise issues and circumstances that were not part of the application. I did not allow this as it would be prejudicial to the Landlord as they were not made aware of these matters in advance.

In person interaction

7. The Tenant testified to an in-person interaction in July 2024 during which the Landlord made a statement that the Tenant reasonably interpreted as a threat and cause her emotional distress. The Landlord stated, "as long as you stay on my good side, we're fine, I have friends that will hurt people who mess with me girly." I find, on a balance of probabilities, that this statement was made. The content of the statement is reasonably capable of being interpreted as intimidating. In the circumstances, the Landlord's words, were certainly unnecessary and served no purpose at all, and amount to "a course of vexatious comment or conduct" that is known or ought reasonably to be known to be unwelcome and breached their obligation pursuant to section 23 of the Act and a remedy shall follow.

N12 notice

8. The Tenant testified that on or about September 25, 2024, the Landlord served an N12 Notice of Termination with a stated termination date of November 30, 2024, on the basis that the Landlord's son intended to occupy the rental unit. A copy of the N12 given to the Tenant was submitted as evidence.
9. The Tenant testified that the Landlord never paid her compensation and did not file the L2 application. The Tenant clarified that this evidence was introduced for contextual purposes only, specifically to establish the beginning of the issues giving rise to the alleged substantial interference with her reasonable enjoyment of the rental unit.
10. It was uncontested that the Landlord gave the Tenants a N12 for own use. The Tenant submissions made in her application are not clear and do not show that the Landlord by giving the N12 reached the level of substantial interference of their reasonable enjoyment. The Tenants did not provide any other evidence to the contrary. The Landlord was in his legal right to serve a N12 notice of termination. The Tenant did not give evidence that multiple notices were given and that the notice contained

anything objectionable. I therefore find that the Landlord serving a N12 notice does not constitute substantial interference with the Tenants' reasonable enjoyment for the rental unit. Therefore, this part of the application is dismissed.

Substantial interference- entries

11. The Tenant testified that on or about December 6, 2024, the Landlord requested by text to attend the rental unit for an inspection but did not provide proper written notice specifying the reason for entry or a valid time frame, as required under section 27 of the Act.
12. The Tenant testified that the Landlord attended the unit accompanied by another individual, who she believes to be the Landlord's son, without prior notice. The Tenant did not allow the Landlord into the rental unit. The Landlord was yelling at the Tenant and pushed passed her to enter the rental unit. The Tenant's 8-year-old daughter witnessed the explosive episode. The Tenant submitted that as a result, the Tenant's daughter has experienced anxiety and attended therapy with a psychotherapist to address the harassment caused by the Landlord. A copy of the psychotherapist letter dated May 12, 2025, was submitted into evidence which outlines that the Tenant's daughter feels scared on an individual identified as her landlord. I find that the Landlord failed to comply with the requirements for lawful entry under section 27. Further, the manner of attendance, including raised voice and insistence on entry, contributed to an atmosphere that was distressing to the Tenant and her household. This conduct constitutes both interference with reasonable enjoyment and harassment.
13. The Tenant submitted on many occasions the Landlord sent her unprofessional and harassing text messages, in violation of section 23 of the RTA. The Tenant alleges that this type of communication commenced when she did not agree to vacate the rental unit. Some of these messages from the Landlord include: he thought that she was a good mother and a good tenant, he is not impressed with what she has done to him, she is not a good person, her personality has changed, lighten up, stop playing games, and why can't the Tenant do what he asked. Copies of the December 6 and 7, 2024 text messages were submitted into evidence.
14. The term "harassment" is not defined in the Act. Black's Law Dictionary defines harassment as "a course of conduct directed at a specific person that causes substantial emotional distress in such person and serves no legitimate purpose."
15. Based on the evidence, the Board finds that the Landlord engaged in a pattern of communication that was excessive and, in some instances, inappropriate. This conduct constitutes interference with the Tenant's reasonable enjoyment of the rental unit.

Driveway

16. With respect to the driveway, the Tenant testified that she had exclusive use of the driveway under the tenancy agreement.

17. On or about February 27, 2025, the Landlord delivered a notice indicating that construction work on the outside of the rental unit would occur and that the Tenant would be required to vacate the driveway. The notice did not include specify specific dates or times. The Landlord subsequently insisted on access despite the Tenant's attempts to coordinate timing and told the Tenant to park on the street, where there is no parking allowed. The Tenant submitted that she requested clarification from the Landlord regarding dates and times so she could work around his schedule. In addition, she informed him that she would be out of town from March 13-17, 2025, and would be leaving her vehicle in the driveway. The Landlord became argumentative and advised the Tenant he would attend the rental unit because it is his property and his driveway. The Landlord subsequently insisted on access despite the Tenant's attempts to coordinate timing.
18. The Tenant testified that beginning on or about April 23, 2025, the Landlord placed a trailer on the property and attended frequently without proper notice. The Tenant testified that the Landlord would often park his vehicle in the driveway and parked his work trailer on the front lawn. The Tenant gave no specific dates but alleges that this occurred on April 23, 2025, till the date she vacated the rental unit in June 2025.
19. On April 26 and 27, 2025, the Landlord and workers attended the rental unit and commenced exterior construction work without proper notice. This included installing scaffolding, removing vinyl siding, and working in close proximity to the unit, including on the rear deck.
20. The Tenant testified that the work was loud, extended into the evening hours, and caused items inside the unit to fall and break. The Tenant also testified that debris, including screws, was left in areas used by her family.
21. In addition, the Landlord and or his helpers left screws all over the wooden deck at the back of the rental unit. The Tenant testified that during the repairs to the siding the Landlord removed the stairs from the back deck to allow for the scaffolding to be installed. With the removal of the stairs and the screws that were left the Tenant was unable to use that space with her child and pets. The Tenant submitted pictures from April 2025 of the vinyl siding being removed and the installed scaffolding into evidence. Photographs and video evidence submitted into evidence support that construction was ongoing and that access to parts of the property, including the rear deck, was significantly disrupted. The Tenant submitted a video from 9:19 p.m. on April 27, 2025.
22. The Landlord's renovation, repair and construction work falls under section 8 of O. Reg. 516/06 of the *Residential Tenancies Act, 2006* (the 'Act'), which, in subsection 8(1) defines "work" as "maintenance, repairs or capital improvements carried out in a rental unit or a residential complex." This section of the regulation applies to Board determinations that fall under subsections 29(1) and 31(1) of the Act.
23. Subsection 8(3) of the O. Reg. 516/06 discusses how the Board shall consider Tenant applications alleging substantial interference with reasonable enjoyment. It provides that "the Board shall not determine that an interference was substantial unless the carrying out

of the work constituted an interference that was unreasonable in the circumstances with the use and enjoyment of the rental unit or residential complex by the tenant or former tenant, or by a member of the household of the tenant or former tenant.”

24. In general, section 8 of O. Reg. 516/06 sets a higher bar for a Tenant to prove, on a balance of probabilities, that there was a substantial interference with their reasonable enjoyment as a result of the Landlord carrying out construction work. In essence, section 8 of O. Reg. 516/06 is intended to limit a tenant's ability to obtain an order for an abatement of rent when a landlord does work or repairs. It is there to reflect a public policy to encourage landlords to do necessary repairs. Section 8 of the regulation provides that a tenant must prove, on a balance of probabilities, that the interference was “unreasonable in the circumstances”. In addition, even if the interference is found to be unreasonable in the circumstances, the tenant application will fail if a landlord can establish it has met the criteria set out in subsection 8(4).
25. The Tenant complained about the ongoing noise at night and gave an example, specifically on April 27, 2025 at 9:19 p.m., and I find, on a balance of probabilities, that the Tenant was disrupted and bothered by noise caused by the Landlord's construction work. I find that the Landlord's conduct in carrying out construction without proper notice, in a manner that created safety concerns by blocking the deck and leaving screws on the deck, and significant disruption, constitutes substantial interference with the Tenant's reasonable enjoyment. A remedy will follow.

Side deck

26. Also on April 26, 2025, the Landlord texted the Tenant to inform her that the side deck was being taken off and everything that was stored on it would need to be removed or he would do it and charge the Tenant. The Tenant alleges that he gave less than a day's notice that any of this work was being done. The Tenant submits that she removed her belongings, but the Landlord did not remove the deck as stated. The Tenant submitted that the Landlord's request that she clean off the deck constituted interference with her reasonable enjoyment of the rental unit.
27. I do not agree, not every inconvenience or request made by a landlord rises to the level of substantial interference within the meaning of section 22 of the Act. To meet that threshold, the conduct must be significant, persistent, or materially impact the Tenant's ability to use and enjoy the rental unit for ordinary purposes.
28. In this case, the Landlord's request that the Tenant clean the deck was a limited and isolated request related to the general upkeep of the rental unit. There is no evidence that the request was excessive, repeated in a harassing manner, or that it prevented the Tenant from using the space.
29. Accordingly, I find that this request does not constitute harassment under section 23, nor does it amount to substantial interference with the Tenant's reasonable enjoyment under section 22 of the Act. This aspect of the application is therefore dismissed.

Animal Control and Timmins Fire Inspection

30. The Tenant also testified that the Landlord made complaints to municipal authorities, including animal control and fire services.
31. The Tenant testified that the Landlord contacted Timmins Fire Protection and Prevention Services with concerns regarding potential hoarding and the presence of combustible materials near electric baseboard heaters.
32. An inspection was conducted on May 9, 2025. The resulting report, which was entered into evidence along with supporting photographs, confirmed that no hoarding concerns were observed. However, the report did identify that access to the electrical panel in the storage room was obstructed and that combustible materials were present near an electric baseboard heater on the west wall. The evidence indicates that the Tenant remedied these issues during the inspection by clearing access to the panel and removing the materials.
33. In these circumstances, I am not satisfied that the Landlord's actions in contacting fire services were improper or constituted harassment or interference within the meaning of sections 22 or 23 of the Act. The concerns raised were, at least in part, substantiated by the inspection findings. Accordingly, this portion of the application is dismissed.
34. The Tenant also testified that, in or about January 2025, a complaint was made to animal control regarding the number of dogs at the rental unit. The Tenant stated that she owned three dogs and that applicable municipal by-laws permitted up to four dogs in a single dwelling. Animal control attended and determined that the complaint was unfounded, and no enforcement action was taken.
35. The Tenant believes that the Landlord made the complaint; however, there is no documentary or independent evidence before the Board to substantiate this assertion. While the Tenant's belief is noted, I am not satisfied on a balance of probabilities that the Landlord was the source of the complaint.
36. In the absence of sufficient evidence linking the Landlord to the complaint, I am unable to conclude that the Landlord engaged in conduct that constituted harassment or substantially interfered with the Tenant's reasonable enjoyment of the rental unit. Accordingly, this portion of the application is also dismissed.

Remedies

37. The Tenant has established on the balance of probabilities that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit and harassed her, in July 2024, December 6, 2024, April 23, 2025, April 26 and April 27, 2025.
38. The Tenant seeks a rent abatement in the amount of \$35,000.00. In light of the nature, severity, and duration of the breaches established, I find that the amount claimed is excessive and not proportionate in the circumstances. Having regard to the evidence and the impact on the Tenant, I find that a lump sum abatement of \$1,500.00 is reasonable.

39. The Tenant also requested an order requiring the Landlord to cease the impugned conduct, as well as an order terminating the tenancy effective August 31, 2025. As the Tenant vacated the rental unit on June 1, 2025, these remedies are no longer applicable and are therefore dismissed as moot.
40. The Tenant seeks \$1,200.00 for moving expenses. However, no documentary evidence was provided to substantiate this claim. Accordingly, this portion of the claim is denied.
41. The Tenant paid a filing fee of \$48.00 for this application and is entitled to reimbursement of that amount.
42. This order contains all of the reasons for the decision within it.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,548.00. This amount represents:
 - \$1,500.00 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 12, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 12, 2026, the Landlord will owe interest. This will be simple interest calculated from May 13, 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.

May 1, 2026
Date Issued

Teresa Hunt
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.