



Order under Sections 30 and 31 Residential Tenancies Act, 2006

File Number: LTB-T-060915-22

In the matter of: Unit 1106, 2 South Front St
Belleville ON K8N5K7

Between: Sarah Keelan-Bishop Tenant
(SKB Keelan-Bishop)

And

Kevin McKenna Landlords
Christine (Wilma) McKenna

Sarah Keelan-bishop (the 'Tenant') applied for an order determining that Kevin McKenna and Christine (Wilma) McKenna (the 'Landlords'):

- entered the rental unit illegally.
- harassed, obstructed, coerced, threatened or interfered with the Tenant; and
- Substantially interfered with the Tenant's reasonable enjoyment of the rental unit (as amended)

The Tenant also applied for an order determining that the Landlord failed to meet the Landlord's 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 by videoconference on January 15, 2026.

The Tenant, the Tenant's support person, Marc Keelan-Bishop, the Landlord, Christine (Wilma) McKenna, the Landlord's support person, Ann McKechnie, and the Landlords legal representative, Megan Czernecki, attended the hearing.

On consent the application is amended to include Christine (Wilma) McKenna as a respondent Landlord as the current registered owner of the rental unit. The previous Landlord, Kevin McKenna, passed away prior to the hearing of this application.

Determinations:

1. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay to the Tenant \$1,650.00 plus the \$48.00 application filing fee.

2. The Tenant's request to amend the application dated June 13, 2024 is granted on consent. Accordingly, for the purposes of this order, the amended application will be referred to for purpose of my determinations.
3. It is equally important to note that when there is a reference made in this order relating to conduct related issues to the Landlord, then for all intents and purposes the conduct alleged was against Mr. Kevin McKenna (KM).

T6 Application

4. The Tenant's T6 application alleging a breach of maintenance concerning the covering of the hardwood flooring with a composite grey linoleum flooring is dismissed. The Tenant failed to support a finding that the replacement of the flooring is in fact a breach of the Landlord's maintenance obligations.
5. There was nothing about the flooring that was in a state of disrepair. The real substance of the Tenants' claim is with respect to the aesthetics and change of the flooring at the time they took possession of the unit on October 15, 2022.
6. While I can accept that the Tenant chose this unit on the basis that it had hardwood flooring, I am unable to find that the value of the rental unit was diminished due to this change. Also, I am not satisfied that the Tenant made the Landlord aware, prior to renting the unit, that they were choosing this particular unit due to the flooring.
7. The Tenant's only evidence was that they were choosing their particular décor on the basis of the flooring and that they liked the natural way that the light shone on the flooring. They provided no evidence that they had any communication with the Landlord prior to taking occupancy of the rental unit and had no documentary evidence supporting that this was a material term in the tenancy agreement.
8. The Tenant also failed to support a finding that the change in flooring devalued the rental to such a degree that it substantially interfered with their reasonable enjoyment of the rental unit. Even if they had, they led insufficient evidence to establish an amount to quantify such a change in the form of any valuable remedy.
9. However, I do find the Landlord's conduct when the Tenant took possession of the unit and expressed a distaste for the flooring to the Landlord to be most egregious and this is where the abatement remedy will flow as detailed further below.

T2 Application

10. On October 15, 2022 the Tenant obtained the keys to the rental unit and was ready to start moving small boxed items in. When they entered the unit, they found that the flooring in the unit was changed from hardwood flooring to a sort of grey vinyl flooring. They were aghast to find the flooring had changed. As a result, they messaged the Landlord about their disappointment regarding what they felt were downgrades to the unit.
11. Shortly thereafter, the Landlord, KM, came to the rental unit to speak with the Tenant about the flooring. According to the Tenant, he burst into the rental unit without consent and then swore at them, took the keys off the counter and refused to give them back. The

Tenant testified that the interaction was unsettling, and they felt powerless, so they left the unit and went down to speak with security. After some time, KM came down to security. Security gave the Landlord a form and then told him to give the keys back to the Tenant. Rather than handing the keys to the Tenant, KM handed them to security to give them to the Tenant. As KM was leaving the area with security, he told the Tenant that he would be evicting them immediately.

12. After this unpleasant interaction, the Tenant returned to the rental unit to find the boxes that they had put inside the unit, outside in the common area hallway.
13. They felt violated that the Landlord had touched their items without permission. They pushed their items back into the rental unit door, locked up and then left this day. They were unable to move in fully on this date because it was a Sunday and planned to return the following day.
14. The Landlord provided a copy of a partially redacted police report regarding the incident and submit that KM did not barge into the unit but was let into the unit by the Tenant. The Tenant also provided a redacted version of the same report with most of the commentary from the author of the report being removed.
15. Although a police report is generally accepted as reliable evidence, the author of the report did not attend the hearing to give any oral testimony regarding their interactions with the parties that day, so I do not give much weight to the Landlords evidence compared to that of the direct testimony of the Tenant and their recollection of the events.
16. I therefore find that the Landlord not only entered the rental unit without proper notice, but I also find that this single event substantially interfered with the reasonable enjoyment of the rental unit by the Tenant.
17. I also find the conduct of the Landlord in removing the Tenant's belongings and placing them in the hallway to be harassment.
18. Additionally, I find that the Landlord taking back the keys to the rental unit and then later telling the Tenant that they would immediately evict them to be threatening.
19. In *Mejia v. Cargini*, 2007 CanLII 2801 (Div. Ct.), the Divisional Court ruled that the Board may order a landlord to pay general damages for breaching the contractual and statutory obligation not to interfere with the tenant's reasonable enjoyment of the rented premises. In that case, the landlord permitted people to physically assault the tenant to coerce the tenant to vacate the property. The Divisional Court ordered the landlord to pay the tenant \$4,000.00 in general damages.
20. There was no evidence before me that the Landlord physically assaulted the Tenant on this date, so this case differs from that in *Mejia*. Additionally, the Tenant did not seek general compensation as a remedy in their amended application, they only sought an order for the Landlord to stop entering the rental unit illegally and an abatement of rent on each ground equivalent to one full month's rent of \$3,300.00 for each illegal entry making them feel unsafe. The application only notes one illegal entry on October 15, 2022 relating to this incident.

21. Given that the Landlord not only took their keys but also moved their items into the hallway and then threatened them with eviction on this date, I find an abatement equivalent to 50% of the monthly rent in the amount of \$1,650.00 is appropriate. Had the Landlord not returned the keys to the Tenant on this date then I would find a higher abatement appropriate.
22. With respect to the allegation of an illegal entry on November 9, 2022 I do not find the Landlord entered the rental unit on this date to change the locks. The Tenant further admitted at the hearing that there was no entry on this date. Accordingly, this part of the Tenants application is dismissed.
23. I am also unable to find that an illegal entry occurred on April 9, 2024 or that the Landlord's agent entered the unit with their agent under the false pretence to serve them with an N4 Notice of termination for non-payment of rent. I am also unable to find that the conduct of the agents was harassing or that the service of the N4 notice in the manner it was given constitutes harassment.
24. The Tenant testified that when the N4 Notice was given, that it was done in a way that was aggressive and intended to intimidate the Tenant as they submit that the Landlord's agent put in on the table in a forceful manner in an attempt to intimidate them.
25. However, the video evidence provided by the Tenant does not depict the same recollection of events. Instead, the video shows two people already inside the rental unit standing at the door looking at the window and finishes in the unit. They proceed to go down the hall where the Tenant follows shortly after. Then approximately 3 minutes later the two people come back into the main entry area. One person is seen raising their hand very briefly to capture the Tenant's attention, and then they place a document gently on the table and can be heard saying, "I'll leave this here". And the Tenant asks about contact information and also inquires as to whether or not they have received any rent.
26. There is nothing forceful or adherently intimidating about the manner in which the Landlord's agent delivers the N4 Notice to the Tenant. It appears from the video that the agents were engaged in the overall inspection of the rental unit and did not attend just to serve the Tenant with the N4 Notice. Accordingly, this allegation is also dismissed.
27. However, the Tenant also claimed that the manner in which the Landlord posted the notice of entry on their door constitutes harassment on the basis that there are two taped notices with one ensuring it was at least partially covering the peephole in the unit. The other allegation regarding harassment is that the Tenant submits that the Landlord continued to "dead-name" them by placing their legal name on the notices of entry rather than their preferred gender-neutral name of SKB Keelan-Bishop.
28. The Tenant provided into evidence an email to the Landlord dated September 20, 2023. The Tenant submits that this email is evidence that the Landlord was aware of that referring to them as their former name would be "dead-naming" them.
29. I have reviewed the email and it notes a preference to their name being SKB Keelan-Bishop and that their pronouns are they/them. However, I am not satisfied the Landlords conduct in putting the Tenant's legal name on the notices of entry constitutes harassment.

30. While I do accept that the Tenant has a preferred name, they have not formally changed their legal name and I see no wrongdoing on the part of the Landlord in placing the leaseholder name for the notice of entry. Accordingly, this allegation in the Tenants application is dismissed.
31. The Tenant alleges that on April 11, 2024 the Landlord's agents harassment them when they attended the unit to inspect and perform glass repair to the patio doors. There are 3 patio doors in the rental unit. One in each of the two bedrooms and another in the living room area.
32. The Tenant submits that the number of people that attended the rental unit on this date were specifically intended to deliberately intimidate the Tenant. The Tenant submits that they did not perform any glass repairs on this date which bolsters their position regarding the alleged harassment.
33. The Notice of Entry provided states that the reason for entry is for "Moir Glass to inspect patio doors for defect and make repairs as required.
34. The Tenant's application states that 5 men entered the rental unit with the security commissionaire. That the men crowded around the Tenant as they attempted to work. The allegation also states that one of the people went to one window and then promptly left and that the rest remained and moved through all parts of the unit. The Tenant then further alleges that they ended their phone call and fled to the bedroom and then the men entered the bedroom and then they left the unit. This chronology of events is misleading.
35. The Tenants allegations and the video evidence do not match, and the Tenant's submissions. Firstly, there are 4 men that enter the unit with the security commissionaire and not 5 as alleged. Two go to inspect the windows in the living room. Then one leaves the unit. Another goes down the hallway and another man follows shortly after. Then the Tenant is seen going down the hallway after the two men. At no point do all of the men crowd the Tenant and at no point are 4 men moving through all parts of the unit. One man and the security commissionaire stay at the entrance to the unit the entire time.
36. Additionally, at the hearing the Tenant submitted that there was no reason for the men to go down the hallway, however, the Tenant also confirmed that there are sliding doors in each of the bedrooms along with windows in the bedrooms. On this basis, I do not find it unreasonable for the contractors to inspect all of the windows in the rental unit to assess whether they were in a good state of repair.
37. The Tenant gave oral testimony of an incident that took place on May 7, 2024 where the Landlord, MK, harassed their guest during a showing while loudly berating the guest and misgendering the Tenant which was extended harassment to the guest to pressure the Tenant. The Tenant relied on video evidence in support of MK's conduct on this date (DOC-3543076). The Tenant further submits that this was relating to a real estate showing on the same date.
38. The video evidence does not support the Tenant's assertion that the Landlord harassed their guest on this date. The entire interaction lasted approximately 10 seconds, and the audio is not clear, but there is certainly no yelling or berating as the Tenant suggests. Additionally, the video is dated May 17, 2024 and not May 7th as the Tenant testified the

incident happened on May 7th. Accordingly, this part of the Tenant's claim is misleading and is dismissed.

39. The Tenant further submits that on May 17, 2024 the Landlord intentionally violated the Tenants privacy in an attempt to unsettle the Tenant when they were accompanying a real estate showing on this date and the Landlord took videos of the Tenants wardrobe closets. The Tenant further submits that the notice of entry for this date was posted twice including over the peephole with the false pretense intending to impair the Tenant's reasonable enjoyment of the rental unit. The Tenants allegations in the application indicate that the Landlord positioned his body camera to scan and record the interior of the Tenants wardrobe and then repeated this with the Tenants second wardrobe.
40. At the hearing the Tenant submitted video evidence of the Landlord on this date. They testified that the purchasers were not present when the Landlord videorecorded their wardrobes. The Tenant submitted that they were not present during this visit and had a camera positioned under a table in their bedroom which caught the Landlord doing this behaviour (DOC-3543055).
41. Firstly, this video is actually a second video taken on May 17, 2024. Secondly, the prospective purchaser and the real estate agent, are in the same bedroom during the recording. The Landlord is seen briefly opening both wardrobes in the video and then quickly closing the wardrobes lasting approximately 5 seconds in total. The video does not depict the Landlord intentionally positioning their body camera to record the Tenants belongings.
42. The Tenant further submits that the Landlords notice of entry for this date was given under the false pretence of a showing of the rental unit with their agent for a prospective purchaser and that the notice was taped twice to the Tenants door covering the peephole. They submit that this was under the false presence to violate the Tenants privacy.
43. I am unable to find on a balance of probabilities, based on the evidence before me that the Landlord served the notice on the basis of a false pretense to invade the Tenants privacy. The notice of entry was for a showing with a prospective purchaser, and this did in fact happen on this date. Additionally, although the Landlord was not able to attend the hearing to make submissions regarding the reason they opened the wardrobe, I do not find that the intention of the entry was to videorecord the Tenants personal belongings in their wardrobes. Accordingly, this part of the Tenants application is dismissed.
44. The allegation regarding the Landlord serving notice of entry to change the lock on the rental unit door for May 24, 2024 I also do not find this notice constitutes an illegal entry or that this substantially interfered with the Tenants enjoyment of the rental unit.
45. Firstly, the Tenants pleadings in their application identify that they are alleging an illegal entry on the basis that the lock was not broken or damaged and did not require replacement.
46. At the hearing, the Tenant testified that they were locked out of the rental unit on this date because when the lock was changed they left the Tenants set of keys inside the rental unit and then refused to give the Tenant a key which prompted them to go to security to gain

access to the unit. Under cross examination the Tenant further submitted that the notice of entry was given with the deliberate intention of locking the Tenant out of the unit.

47. The Tenant failed to submit any evidence supporting that they had reached out to the Landlord regarding an allegation of being illegally locked out of the rental unit. I also draw a negative inference from the Tenants allegation of an illegal lockout on this date because it was not pled on the Tenant's application. Also, after reviewing the totality of the Tenants submissions and then considering their oral testimony at the hearing, most if not all of the allegations were greatly exaggerated and misleading. On this basis I am unable to find on a balance of probabilities that the Tenant was locked out of the unit on this date. More likely than not the lock was changed on this date, but this is not an illegal entry or an illegal lockout.
48. Even if the lock were not damaged, it does not support the finding of an illegal entry to the rental unit. The Tenant was given at least 24 hours notice for the entry and the reason was clear on the notice, which was to upgrade the deadbolt lock on the Tenants rental unit door.
49. I am also unable to find that the Landlord engaged in a pattern of harassing conduct by posting notices of entry on the Tenant's door by deadnaming them and by ensuring that the notices covered the peephole in a deliberate attempt to harass or interfere with the Tenant. Although it is evident that the Landlord had placed two notices of entry on the rental unit door, and it appeared at least one of the two notices at least partially covered the peepholes, I don't find the Tenants evidence compelling that this was intended to harass the Tenant.
50. Under cross examination of the Tenants evidence, the Tenant submitted that they never received the notices of entry and therefore could not confirm or deny whether or not they were given the requisite 24 hours notice of entry for any particular event. More specifically, when the Tenant was being cross examined on their evidence regarding the entry with Moira Glass and the Landlords agents relating to the incident alleged on April 9, 2024, the Tenant stated, " I suspect it was on my door, but I did not receive it – unsure of when it went up – didn't receive it... that is the case with all entries"
51. This is contradictory as the Tenants main submissions regarding all of the notices of entry were that they were placed on their door intentionally deadnaming the Tenant and intended to harass them by also covering the peepholes. This is contradictory because a person cannot submit that something was intentionally harassing when they also submit that they weren't aware of the notices at all at the same time.
52. Accordingly, the only provable allegation in the Tenants application is with respect to the Landlords conduct on the start of their move in on October 15, 2022.
53. The Tenants narrative that the Landlord deliberately engaged in an ongoing form of harassing by serving notices of entry under the false guise to intimidate or threaten or harass or interfere with them were not supported by the evidence given at the hearing.
54. On this basis I do not find it appropriate to order the Landlord to cease from entering the unit because I do not find any such illegal entry occurred which would warrant such an order. The only remedy I find appropriate is to grant the Tenant the abatement of rent for

the first day the Tenant moved into the rental unit. The balance of the Tenants applications are otherwise wholly dismissed.

It is ordered that:

1. The total amount the Landlord shall pay to the Tenant is \$1,698.00. This amount represents:
 - \$1,650.00 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 17, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 17, 2026, the Landlord will owe interest. This will be simple interest calculated from May 18, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by May 18, 2026, the Tenant may recover this amount by deducting \$566.00 from the rent each month from June 2026, July 2026 and August 2026.

May 6, 2026
Date Issued

Terri van Huisstede
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.