



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-000355-25

In the matter of: 5, 104 First Ave
Brockville ON K6V3A8

Between: Leslie Darling Tenant

And

Ted Carr Landlord

Leslie Darling (the 'Tenant') applied for an order determining that Ted Carr (the 'Landlord'):

- entered the rental unit illegally.
- 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.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on March 25, 2026.

The Landlord, the Landlord's Legal Representative, Marie Beaupre, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegation for substantial interference contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$372.60, accept rent in all acceptable methods, including e-transfers, and shall make the mailbox for rent cheques available until 11:59 pm, the Landlord shall refrain from commenting on items on the Tenant's decks, and the Landlord shall provide the Tenant with legible letters.
2. The Tenant has not proved the allegations for harassment and withholding a vital service, and therefore those portions of the application are dismissed.
3. At the outset of the hearing, the Tenant indicated she would not be proceeding with her allegation of an illegal entry or the issues pertaining to parking.

Substantial Interference and Harassment:

4. The Tenant alleged that the Landlord is substantially interfering with her reasonable enjoyment of her rental unit and the residential complex and he is harassing her.

Compost Pile

5. The Tenant also testified that there is a compost pile 15 feet from her rental unit that attracts skunks and threatens the safety of her cat. The Tenant testified it is more of a dump than a compost pile. The Tenant acknowledged that she does not recall making a specific complaint to the Landlord about the compost pile. The Landlord testified that he intends for the compost pile to be closed as other tenants will put things in there at odd times.
6. I am not satisfied that the Tenant notified the Landlord about her concerns regarding the compost pile. As a result, this portion of the Tenant's application is dismissed.

Items on the Deck/Porch

7. The Tenant also testified that the Landlord has told her she must remove all items off her front entrance porch and the deck off her bedroom except for garbage cans, recycling bins, shovels, and salt/sand containers. The Tenant testified that the Landlord has an issue with her having flowerpots on the decks in the summer, and in the winter, she tarps everything in a corner. The Tenant submitted documentary evidence of photos demonstrating that while there are items on the decks, both have clear paths and do not impede on the fire escape stairs.
8. The Landlord testified he had given an N5 notice of termination to 3 units, including the Tenant, for hanging flowerpots off her entrance and the deck off her bedroom that attaches to the fire escape. The Landlord further testified that it is inconvenient to have items on the decks in the winter as it interfering with shovelling snow. The Landlord testified he thought the items on the decks were a fire and safety hazard. The Landlord further testified that the Tenant rents the interior of the rental unit, and has no right to place items on the decks attached to her rental unit. When asked, the Landlord acknowledged that there has been no order from bylaw or fire officials indicating that the presence of the flowerpots and items on the deck in accordance with the pictures provided as a fire hazard. The Landlord further acknowledged he was informed by the fire department that as long as there is egress there is no issue from their perspective.
9. I am satisfied that the Landlord substantially interfered with the Tenant's reasonable enjoyment by prohibiting the Tenant from having flowerpots on the porch/deck. The Tenant is entitled to use of the deck for ordinary residential purposes, and having flowerpots is not inconsistent with that use, notwithstanding any inconvenience to the Landlord that may result. For the same reasons, I also find that the Landlord's issues with any items being placed on the deck are without merit, especially as he testified that municipal authorities have raised no concerns, and the fire department has identified that the items on the deck are not an issue as long as they do not interfere with the stairs, which the pictures show they do not.

10. As a result, I will order the Landlord to refrain from interfering with the Tenant's ability to have items on her deck, unless in accordance with an order from bylaw or the fire department that items must be removed.

Frequent Attendances

11. The Tenant testified that the Landlord is always at the residential complex and she cannot go outside without seeing him. The Tenant further testified that the Landlord will go on her back deck that is attached to her bedroom and will look in her bedroom. The Tenant also testified that the Landlord places items in front of her fire escape that makes it difficult to exit her unit, such as lumber and the snowblower cover. The Tenant did acknowledge that for the snow blower cover it only impedes access to her stairs for 3 to 4 hours.
12. The Tenant further testified that the Landlord goes on the deck attached to her bedroom by the fire escape without notice to her, and he can see right into her bedroom. Both parties acknowledged that the Landlord does shovel the deck that is attached to her bedroom. The Tenant testified she is afraid of the Landlord, though acknowledged he has not touched or done anything to her personally.
13. I am not satisfied that the Tenant has proven on a balance of probabilities that the Landlord's attendance at the property is not to provide regular maintenance to the property. The Tenant has also not proven how the attendance of the Landlord has substantially interfered with her reasonable enjoyment as she testified that the Landlord has never done anything to her. As such, this portion of the application is dismissed.

Handwritten Letters

14. The Tenant also testified that the Landlord places frequent letters in her mailbox, and the ones that are handwritten are unreadable. The Tenant testified that the Landlord provided written letters on the following dates:
- June 1, 2024- handwritten letter telling the Tenant she made an error on a cheque and if she does it again she will be charged \$20.00;
 - July 23, 2024- Letter to the Tenant telling her not to fix the stove range hood herself and suggesting she use a water bottle to keep the shower curtain closed
 - July 23, 2024- A second letter to all tenants about removing the rent mailbox by 1:00pm on the day rent is due;
 - July 24, 2024- A letter about the replacement of front deck and upper balcony occurring
 - September 15, 2024- Letter to all tenants about the costs of repairs done to the building and dates of entry.
 - October 24, 2024- Handwritten letter from the Landlord about maintenance issues, however was difficult to read;
 - November 4, 2024- A letter about rent increase;
 - November 12, 2024- Another handwritten letter from the Landlord telling the Tenant to remove all items on the deck near the fire escape;

- December 1, 2024- Letter from the Landlord demanding all items removed from the decks except for garbage, recycling, shovels and salt/sand containers.
15. The Tenant testified that she finds the frequency and tone of the Landlord's letters to be harassing, that when they are handwritten and she cannot read them, then she feels harassed as well.
16. Based on the evidence provided by the Tenant, I am satisfied that on a balance of probabilities that the Landlord has substantially interfered with her reasonable enjoyment of the rental unit in relation to their use of unreadable letters. I consider it reasonable to order the Landlord to provide communications that are legible, and if a notice is provided in a manner the Board finds to be illegible, it would likely not constitute a lawful notice. However, I am not satisfied that the Landlord's actions harassed, obstructed, coerced, threatened or interfered with the Tenant.
17. While the Tenant finds the tone of the Landlord's letters to be threatening, the letters, which were submitted as documentary evidence, are not threatening. The handwritten letters that are unreadable are very inconvenient and frustrating, but not harassing.

Rent Payments

18. The Tenant also testified that the Landlord interferes with her ability to pay the rent on time. The Tenant testified the Landlord puts out a mailbox 1 week prior to rent being due, and he removes the mailbox by 1:00pm on the day rent is due. The Tenant testified that if she has not put a cheque in the mailbox before 1:00pm, it is her responsibility to find the Landlord to give the cheque. The Tenant further testified that the Landlord refuses to accept any other method of payment of rent. The Tenant submitted documentary evidence of the letter from the Landlord to all tenants notifying of the change in how and when they can pay rent.
19. The Landlord testified that the original lease said that Tenant must pay rent on the first by 12:00pm. The Landlord further testified he only accepts cheques as he is not good with computers. The Landlord's position is that if Tenant does not provide a cheque in the mailbox prior to 1:00pm, it is their responsibility to track him down. When asked why 1:00 pm when rent is usually considered payable up to 11:59 pm on the day on which it is due, the Landlord was unable to provide a clear reason. The Tenant submitted documentary evidence of her lease, which identified that she was able to pay her rent in multiple ways, not exclusively by cheques, and there was no mention of a 12:00pm due time.
20. Based on the evidence provided by the Tenant, I am satisfied that on a balance of probabilities that the Landlord has substantially interfered with her reasonable enjoyment in relation to accepting rent payments. The Landlord admitted to interfering with how and when the Tenant pays rent. The lease does not require the Tenant to pay their rent by 1:00pm or exclusively by cheque, and the Landlord's attempts to unilaterally change the provisions of the tenancy agreement have substantially interfered with the Tenant.
21. I consider it reasonable to order that the Landlord refrain from interfering with the Tenant's ability to pay rent. The Landlord shall be ordered to accept any method of rent payments,

including e-transfers, in accordance with the lease, and shall not remove the mailbox for rent cheques until 11:59 p.m. on the first day of the month.

Other Remedies for Interference

22. The Tenant sought a rent abatement for the substantial interference and harassment in the amount of \$8,000.00 for the various alleged breaches. The Tenant testified that she is claiming that amount for stress and harassment, that she has to wait to go to work until the Landlord leaves the property, which results in a loss of income, and that she likes to sit on her decks but cannot as the Landlord is always at the property. The Tenant acknowledged that the Landlord does not talk to her directly and has not in at least 1 year, even when she is sitting outside.
23. I am satisfied that the Landlord has substantially interfered with the Tenant's reasonable enjoyment as it related to having items on her deck and porch, as well as interfering with her ability to pay rent. As such, I find that a 3% rent abatement is appropriate for a 12-month period based on rent being \$1,035.00 per month. The rent abatement is \$31.05 per month, and the total for 12 months is \$372.60.
24. The Tenant also sought for the Landlord to pay an administrative fine for breach of the Act. The Board's Interpretation Guideline 16 provides insight into the Board's use of fines and states that an administrative fine is a remedy to be used to encourage compliance with the Act and to deter landlords from engaging in similar activity in the future. "This remedy is not normally imposed unless a landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance." I am not satisfied that the Landlord has shown a blatant disregard for the Act, as such, I do not find that an administrative fine would be an appropriate remedy.

Withholding or Interfering with Vital Services:

25. The Tenant testified that the Landlord turns off the heat and furnace when tenants are at work. The Tenant testified that on Dec 11, 2025 the rental unit was 64F and the Landlord came to check the thermostat. The Tenant then testified he left and returned with a thermometer and held it next to the thermostat for a couple of minutes, until the Tenant asked the Landlord to leave, which he originally refused until she said she would call the police.
26. Both parties agreed that Toshack came on December 15, 2025, and the Tenant testified she was told that her thermostat only turns the heat on and off and does not control the temperature in the rental unit; the temperature is controlled by the system in the basement only. The Tenant testified that the Landlord has always told her it was an issue with her thermostat, not that she does not control the temperature at all. The Tenant further testified that the first winter she was in the rental unit, the Landlord gave her a space heater. The Tenant also testified that the heating is through PVC pipes that have hot water, and the main floor of her unit is normally very cold, and the upstairs unit gets so hot she needs to open the window. The Tenant did not provide any supporting evidence, such as temperature readings, or any other specific times she had notified the Landlord. The

Landlord testified that the Tenant's unit is one of 3 heated by the hot water boiler system installed in 2015. The Landlord testified he only ever turned off the heat once in August 2023 or 2023 as the temperature outside was below 60F and the system turned on automatically, so turned it off so people would not be hot in their unit from heat in August.

27. Based on the evidence provided, I am not satisfied that the Tenant has established on a balance of probabilities that the Landlord withheld or interfered with the Tenant's vital services. Therefore, this portion of her application is dismissed.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$372.60. This amount represents the rent abatement for 12 months at 3% per month.
2. The Landlord shall accept any method of rent payments, including e-transfers, and the Landlord shall not remove the mailbox for rent cheques until 11:59 p.m. on the day rent comes due.
3. The Landlord shall refrain from commenting on items that the Tenant has on her decks, unless in accordance with an order from bylaw or the fire department.
4. The Landlord shall communicate with the Tenant through legible letters.

May 6, 2026
Date Issued

Allana McComb
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.