



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-003160-25

In the matter of: 2, 52 LOUISA ST
KITCHENER ON N2H5L8

Between: Samantha Legris Tenant

And

Kevin Sepaul Landlord

Samantha Legris (the 'Tenant') applied for an order determining that Kevin Sepaul (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.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on May 6, 2026.

The Tenant and the Tenant's Representative, Elizabeth Aani and the Landlord attended the hearing.

Determinations:

1. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord shall be required to compensate the Tenant pursuant to the terms of this order.
2. The Tenant moved into the rental unit on or about June 19, 2021.
3. The Tenant vacated the rental unit on April 30, 2026.

Illegal Entries:

4. The Tenant testified that on May 13, 2025, the Landlord attended the rental property and approached the Tenant while she was in her motor vehicle and yelled at the Tenant. The Tenant also testified that the Landlord did not provide the Tenant with notice in advance of attending the rental property. I am mindful that the Landlord's visit was limited to the driveway of the property.

5. The Tenant testified that on November 13, 2025, the Landlord attended the rental property and sprayed the backyard with a form of pesticide or fertilizer. The Tenant also testified that the Landlord did not notify the Tenant that he would be attending the property in advance of doing so. I am mindful that the Landlord's visit was limited to the backyard of the property.
6. The Tenant testified that she believes that the Landlord attended the property on November 15, 2025, and proceeded to place dog feces in a planter located on the deck in the backyard leading to the Tenant's entrance. The Tenant tendered a photograph as evidence of dog feces in a planter on her deck. The Tenant argues that the Landlord attended the property without advance notice.
7. The Tenant testified that the Landlord attended the property on January 11, 2025, for the purposes of installing multiple security cameras around the rental property. The Tenant tendered photographs as evidence to show that one of the cameras was installed near the Tenant's entryway near the roof by the back deck, and a second camera installed on the garage. The Tenant argues that the Landlord did not provide the Tenant with notice in advance of attending the property.
8. The Tenant testified that the Landlord attended the property on or about April 30, 2026, at which time the Tenant attended the property to remove the balance of her personal belongings and observed the Landlord's tools and equipment inside of the rental unit.
9. The Landlord testified that he never entered the Tenant's rental unit and as such was not required to provide notice for attending the unit or commonly used areas such as the backyard or parking space. The Landlord did not provide a valid explanation for his tools and equipment being inside the unit on April 30, 2026.
10. The Act provides that a landlord must provide a tenant with written notice in advance of a landlord entering a rental unit. This notice must be provided with a minimum of 24 hours in advance of the intended entry and should also provide details such as the rental unit the notice applies to, the reason for entry, and the hours of entry. The Act does not reference a landlord's obligations to provide notice of entry when attending the outside of the unit or only attending common areas of the rental property. Therefore, I find that the attendances on May 13, 2025, November 13, 2025, and November 15, 2025, to be limited to the Landlord's attendance on common areas such as the driveway and backyard space for which notice is not required. I also find that the Landlord's attendances on January 11, 2025, and April 30, 2025, to be unlawful entries for the following reasons. The entry on January 11, 2025, included the Landlord entering the Tenant's deck which leads to her rental unit, a space which she uses exclusively. Therefore, the Landlord ought to have given proper notice if entering or doing any work on the deck or surrounding area. The Landlord's entry on April 30, 2026, was also unlawful because the Landlord failed to provide the Tenant with notice in advance of their entry. Despite the Act allowing a landlord to show a unit to a prospective tenant after notice is given, this does not allow the Landlord to enter the unit without notice to perform work tasks or repairs.
11. The Tenant shall be awarded \$100.00 per entry for a total of \$200.00.

Substantial Interference and Harassment:

Dog Feces in Planter:

12. The Tenant testified that the Landlord attended the rental unit on November 15, 2024, and proceeded to place dog feces into a planter that was located near the Tenant's entry way on the deck in the backyard of the property. The Tenant tendered a photograph of the feces placed in the planter. The Tenant also explained that based on the size of her dog and the size of the planter, it was not likely that her dog was responsible for the feces being in the planter. The Tenant also confirmed that despite believing that the Landlord was responsible for this action she did not see him in the act.
13. The Landlord denied having any involvement in placing dog feces in the planter or elsewhere. The Landlord also testified that he believes that the neighbor may have been responsible for placing the dog feces in the Tenant's planter.
14. Based on the evidence, I am not satisfied on a balance of probabilities that the Landlord was responsible for placing feces in the Tenant's planter. Because this is the Tenant's application, the Tenant bears the burden of proof which has not been satisfied on this issue. Therefore, no award will be granted for this item.

Chemical Spraying of the Yard:

15. The Tenant testified that on or about August 2023, the Tenant noticed a rash on her dog but as the summer ended the rash went away. On or about August 2024, the Tenant noticed that her dog's rash had returned and that she was also experiencing a rash on various parts of her body. The Tenant tendered photographs of the rash on her and her dog into evidence.
16. The Tenant testified that on November 13, 2024, the Tenant observed the Landlord attend the backyard of the property and proceed to spray what appears to be some sort of fertilizer or chemical on the lawn. The Tenant tendered a copy of a video from her security camera showing the Landlord in the yard spraying the yard. The Tenant also testified that the Landlord never provided her with advance notice of attending the property, or more importantly spraying the lawn with a chemical. The Landlord knew the Tenant had a child and dog who used the yard.
17. The Landlord did not deny spraying the yard with a chemical fertilizer at the beginning of spring which he said he used to treat the areas of the yard that the grass was dying or fading. The Landlord testified that the mixture of his spray was very mild but also confirmed to understanding that the yard or area sprayed should not be frequented or used for a minimum of 24 hours following any treatment. The Landlord also confirmed he never informed the Tenant of spraying the yard despite knowing the Tenant had a child and dog.

18. Based on the evidence, I do not find that the Landlord's actions of maintaining the common yard or attending the common yard without notice to be contrary to the Act. I find that the Landlord was well within his right to attend the backyard area and fertilize the yard. What I do not find to be appropriate in this case is the Landlord's failure to notify the Tenant that he would be spraying a chemical in the yard which may result in a negative way if exposed within 24 hours of spraying. The Landlord failed to provide a reasonable explanation as to why they failed to notify the Tenant. Therefore, the Tenant shall be entitled to the \$170.00 sought in their application. I am mindful that the Tenant did not tender any medical documents to support a direct link between the rashes and the fertilizer used by the Landlord, but based on the time lines and sequence of events, I am satisfied that the rash of the Tenant and her dog were caused by exposure to the chemicals sprayed by the Landlord.
19. The Tenant testified that she texted the Landlord on multiple occasions regarding various issue which the Landlord failed to respond to within a reasonable manner. The issues or concerns communicated to the Landlord included a light fixture that was not functioning, the water being shut off, and the Landlord's installation of security cameras which the Tenant was uncomfortable with. The Tenant tendered photographs of multiple text communications between the parties as evidence in which the Landlord failed to respond to the Tenant. The Tenant also testified that the Landlord would often ignore these text communications or requests from the Tenant.
20. The Landlord testified that he would always promptly attend to any concerns or issues raised by the Tenant during the tenancy. The Landlord did not upload any documents or evidence to show that he replied to the Tenant's communications and/or attended the property to carry out repairs as required. The Landlord did confirm that the light fixture was repaired.
21. Based on the evidence, I am satisfied that the Landlord failed to respond to the Tenant's inquiries on at least one occasion. Specifically, the Tenant's concern regarding the Landlord's installation of security cameras and water being shut off in the unit.
22. The Tenant testified that the Landlord substantially interfered with the Tenant's reasonable enjoyment and harassed the Tenant by installing four security cameras outside of the perimeter of the rental property. The Tenant testified that one of the cameras faced her car and the garage / laneway, another camera faced the backyard and back of the property and was pointing towards the Tenant's entryway, and windows. The Tenant asked the Landlord to point the cameras in different direction because she felt uncomfortable, but the Landlord failed to respond. The Tenant also confirmed that she had one camera which sat on the inner ledge of her kitchen window, and she did not obtain any consent to place it because she did not feel as though she required any consent to do so as it did not require any alterations to the unit. The Tenant also confirmed never seeing the actual view of any of the Landlord's cameras.
23. The Landlord did not deny installing the security cameras for security. The Landlord testified that the installation of the cameras was to improve the security of the property and not done to interfere with or harass the Tenant.

24. Based on the evidence, I am not necessarily satisfied that the Landlord's installation of the cameras was done to harass or interfere with the Tenant's reasonable enjoyment. I am also not satisfied that the cameras are placed in such a manner as to interfere with the Tenant. I find that despite the installation of the cameras being somewhat intrusive to anyone's personal space, the benefit of the added security often outweighs the intrusiveness. I do not find this action to have interfered with the Tenant's reasonable enjoyment.
25. I am mindful that the Tenant believed that the Landlord was watching the cameras to spy on the Tenant and tendered a text message in which the Landlord stated that someone never attended or visited the Tenant. Although, the Landlord's response to this was that he was at the property on that day and happened to notice that the Tenant did not have any visitors as they said they would. I am satisfied the Landlord installed the cameras for added security rather than a mechanism to spy on the Tenant.
26. The Tenant testified that on or about May 13, 2024, the Landlord attended the rental unit and approached the Tenant in her motor vehicle and began to yell at the Tenant showing aggression. The Tenant relied on a document in the portal in which the Landlord confirmed he had yelled at the Tenant out of being frustrated.
27. The Landlord testified that he did not recall this happening in May 2024, but rather some other date. The Landlord did not dispute yelling at the Tenant or raising his voice towards the Tenant.
28. Based on the evidence, I find it is more probable than not that the Landlord did raise his voice and yell at the Tenant on at least occasion on May 13, 2024. Despite this being an isolated incident, I do not find it appropriate for a landlord, who is essentially in the business of renting out the unit, to raise their voice and yell at a tenant simply because they are frustrated. This action is unprofessional and would substantially interfere with one's reasonable enjoyment.
29. The Tenant was seeking a rent abatement of 5% per month, and/or \$85.00 per month for a period of four months for the ongoing harassment and interference. The total sought by the Tenant for this portion of her application was \$370.00 plus an additional \$170.00 for the spraying of the chemicals. I find that it would be reasonable to award the Tenant \$150.00 for the Landlord's failure to respond to the Tenant's inquiries and concerns within a timely manner and the Landlord's yelling at the Tenant, and \$170.00 for the Landlord's failure to notify the Tenant of the chemical he was spraying in her backyard.

Vital Services / Water:

30. The Tenant testified that she gave notice to terminate her tenancy in February 2026, with a termination date of April 30, 2026. On April 26, 2026, the Tenant attended the rental unit to do some laundry. When the Tenant arrived at the unit, she found that the water in her rental unit was disconnected. The Tenant testified that she did not have any water in the rental unit for the period of April 26, 2026, through to April 30, 2026, being the date on which she vacated the rental unit.
31. The Tenant testified that she texted the Landlord regarding the water on the same day but that he was unresponsive.

32. The Landlord testified that he does not recall receiving any notification from the Tenant that the water was shut off and that he was not aware of the water being shut off at any time. The Landlord also tendered a document in the form a written statement from another tenant who resides in the same property. The letter stated that he was a great landlord and did everything he was asked to do. The author of the Landlord was not in attendance and could not be cross examined. Therefore, the letter was given very little to no consideration or weight.
33. Based on the evidence, I am satisfied on a balance of probabilities that the water was shut off for the period of at least April 26, 2026, through to April 30, 2026. Therefore, I find it appropriate to award the Tenant the \$25.00 sought for the Landlord withholding vital services.
34. With respect to the administrative fine sought by the Tenant, I find that given the nature of the claim, the amount the Landlord is ordered to pay to the Tenant to be sufficient to deter the Landlord from repeating these actions in the future. I also find that the Landlord's actions were without any ill will or intent.

Remedies

35. Therefore, I find that the Landlord must pay the Tenant \$593.00.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$593.00. This amount represents:
 - \$48.00 for the cost of filing the application.
 - \$200.00 for two unlawful entries.
 - \$170.00 for failing to communicate the spraying of a chemical to the Tenant.
 - \$25.00 for withholding water for the period of April 26, 2026, to April 30, 2026.
 - \$150.00 for substantial interference for failing to respond to the Tenant's inquiries in a timely manner and yelling at the Tenant when communicating with them.
2. The Landlord shall pay the Tenant the full amount owing by June 2, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 2, 2026, the Landlord will owe interest. This will be simple interest calculated from June 3, 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 22, 2026
Date Issued

Ilan Shingait
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.

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