



Order under Sections 30 / 31 Residential Tenancies Act, 2006

Citation: Turner v Sireg Management Inc, 2026 ONLTB 42815

Date: 2026-06-03

File Number: LTB-T-054725-22

In the matter of: 141, 195 DENISTOUN ST
WELLAND ON L3C6P1

Between: Shelley Turner Tenant

And

Sireg Management Inc Landlord

And

Betty Ford Landlord's Agents
Navya Mennon

T2 Application:

Shelley Turner (the 'Tenant') applied for an order determining that Sireg Management Inc (the 'Landlord') and Betty Ford and Navya Mennon (the 'Landlord's Agents'):

- 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.

T6 Application:

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 September 7, 2023, February 6, 2024, September 11, 2024, August 13, 2025, December 16, 2026, and March 27, 2026.

The Landlord's legal representative, Edwin Ramirez Bernal, attended the hearing on September 7, 2023, February 26, 2024, and September 11, 2024. The Landlord's agent, Aamir Tharik,

attended the hearing on August 13, 2025, December 16, 2025, and March 27, 2026; the Landlord's witness, Betty Ford, attended the hearing on all of the hearing dates, except August 13, 2025 and December 16, 2026; the Landlord's witness, Al Decouto, attended the hearing on December 16, 2025; The Landlord's witness, Meaghan Smith ('MS'), attended the hearing on December 16, 2025 and March 27, 2026; the Tenant attended the hearing on all of the hearing dates; the Tenant's witness, Ruth Phillips ('RP'), attended the hearing on September 7, 2023, February 26, 2024, and September 11, 2024; the Tenant's witness, Dakota Turner ('DT'), attended the hearing on September 11, 2024; the Tenant's legal representative, Sinead Flarity ('SF'), attended the hearing on September 11, 2024, August 13, 2025, December 16, 2025, and March 27, 2026; and the Tenant's witnesses, Cheyenne Turner ('CT') and Lyndsay Turner ('LT'), attended the hearing on March 27, 2026.

Determinations:

1. As explained below, the Tenant proved some of the allegations contained in the T6 application on a balance of probabilities. Therefore, the Tenant is entitled to the remedies identified below.
2. As explained below, the Tenant did not prove the allegations contained in the T2 application on a balance of probabilities. Therefore, the application is dismissed.
3. The rental unit is a three-bedroom townhome in a residential complex containing 97 rental units.

T6 Application:

4. Section 20 of the Act states:

Landlord's responsibility to repair

20 (1) A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards. 2006, c. 17, s. 20 (1).

Same

(2) Subsection (1) applies even if the tenant was aware of a state of non-repair or a contravention of a standard before entering into the tenancy agreement. 2006, c. 17, s. 20 (2).

5. The Court of Appeal for Ontario has rejected the proposition that this provision ought to be interpreted such that a landlord is in breach of their maintenance obligations as soon as a maintenance issue arises. Rather, a contextual approach, including consideration of the "entirety of the factual situation", must be applied to determine whether a landlord has breached their maintenance obligations under the Act: *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, paras 58-60, 84-86; *TST-98783-18 (Re)*, 2019 CanLII 87665 (ON LTB).

6. Generally, landlords are not held liable for maintenance issues that arise if the landlord addresses the issue of disrepair in a timely and effective manner once they become aware, or ought to have become aware, of the issue: *TST-67067-16 (Re)*, 2016 CanLII 72234 (ON LTB), para 33; *LTB Interpretation Guideline #5: Breach of Maintenance Obligations*.
7. This is the Tenant's application, and the Tenant therefore bears the burden of proof on a balance of probabilities. To prove something on a balance of probabilities, one must present sufficient clear, convincing, and cogent evidence to establish that it is more likely than not that something happened or a fact is true: *FH v. McDougall*, 2008 SCC 53, paras 44-46.
8. In the T6 Application, the Tenant alleged that the Landlord failed to comply with its statutory obligation to maintain the rental unit in a state of good repair, fit for habitation, and in compliance with health, safety, housing, and maintenance standards relative to a hallway closet door, the rental unit's furnace, two electrical outlets; and exterior fence posts.

Closet Doors

9. The Tenant said that the first time the hallway closet door became an issue was in December 2021. She said this sliding closet door would not stay on the bottom track, and was hanging from the top rail. She said that the door was therefore free to "sway" outward because it was not held in place by the bottom track.
10. The Tenant said that she informed the Landlord about this issue and requested repair on December 28, 2021, and again on January 3, 2022. The Tenant said that on February 2, 2022 she was told the Landlord intended to install a bifold closet door, but that they were still awaiting approval.
11. The Tenant said that on February 13, 2022, the door was still not repaired, and after returning to the unit from a walk with her granddaughter, the door fell on her granddaughter's head while she tried putting her coat in the closet.
12. When the Tenant informed the Landlord's paralegal about this incident, she said the repair complaint was escalated. She said that the Landlord removed the closet door from the unit entirely, and there was no closet door until it was replaced after one or two weeks.
13. The Tenant said that despite the Landlord's attempted repair, the replaced door still did not stay on the bottom track, and was still hanging from the top. She said she again complained to the Landlord's paralegal about this issue, but the Landlord did not take any further action relative to the closet door as of the September 7, 2023 hearing date.
14. The Tenant said that she did not complain about the door again after this. She said that, unbeknownst to her, the Landlord's paralegal had left the company. The Tenant said she was just waiting to hear back about the door, and did not want to be a nuisance.
15. The Tenant said that on August 31, 2023, an employee of the Landlord attended the unit to address a different issue, and while there, he said the Landlord would install a "box in closet door", but that it would take a couple months.

16. BF acknowledged that the Tenant made maintenance requests relative to the closet door on December 28, 2021, January 3, 2022 and again in February 2022. She said that the Landlord repaired the door “several times”, but that they kept being broken. She said that these doors are “flimsy” and break easily, and that all units in the residential complex, except the remodelled units, have the same type of closet doors. She said that she has the same type of closet door in her own unit, and they come off the track frequently, and have to be repaired. She said that the Landlord’s contractor installed new closet doors in the Spring of 2022 after the repair attempts did not resolve the issue. BF said on September 7, 2023 that the Landlord is in the process of having the closet door repaired.
17. On cross-examination on February 26, 2024, BF acknowledged that the closet door had not been replaced, and she was not aware of the status at the time because the issue had been escalated above her role as superintendent.
18. The Landlord’s obligation is to ensure that the closet door is in a state of good repair. That this type of door is “flimsy” and breaks often does not excuse the Landlord from this responsibility. I accept the Tenant’s evidence that the closet doors have been in disrepair since December 2021 because the door does not stay on the bottom track, and that the Landlord was first informed of the issue on December 28, 2021.

Furnace

19. The Tenant’s evidence on September 7, 2023 was that she had lived in the unit for 8 years, so she knows what the furnace sounds like when it turns on. She said that the furnace kept turning on and off, so she made a maintenance request for the furnace on January 3, 2022. Ray, who is BF’s husband and one of the superintendents, said that he would provide the Tenant with more furnace filters, but the Tenant told him that the issue is not the filter, and the furnace didn’t sound right.
20. The Tenant said that Ray then suggested getting the ducts cleaned, which was completed by the Landlord’s contractor on January 11, 2022, but the Tenant said this did not resolve the issue. The Tenant then called the Fire Department. No one from the Fire Department attended the unit, but the Tenant believes they called the Landlord’s office, because the Landlord then sent someone to the unit to inspect the furnace. The Tenant could not recall the exact date, but said it was a week or so after the duct cleaning was completed.
21. BF denied that anyone from the Fire Department contacted the Landlord about this issue.
22. The Tenant said that the person who attended said the furnace was not “burning properly”, he completed the necessary repair, and the issue was resolved after that. The Tenant said that the furnace is operating properly, but the filters still come out “pretty black”, and that she changes the filter monthly. The Tenant said she complained to the Landlord about the issue with the filters on May 25, 2023, but the Landlord did not take any further action.
23. The Tenant presented as evidence a photo of one of the dirty furnace filters (DOC-1692993). The photo shows a filter that is grey, but it is not black
24. BF said that the technician who attended the unit said that the filters come out the way they do because of carbon, which is normal for this type of furnace. BF said they come out grey and not black, which is consistent with the photo presented by the Tenant.

25. BF said that Tenants are given replacement furnace filters each year at the same time the Landlord has the smoke detectors checked.
26. The Tenant has not presented sufficient clear, convincing, and cogent evidence to establish that it is more likely than not that the furnace is not in a state of good repair because the filters come out grey. The technician who attended the unit to repair the furnace in January 2022 was not present at the hearing to give evidence. The Tenant's evidence was that after the repair, the furnace functioned normally, and there was no evidence to contradict BF's evidence that she was informed by the technician that the greyed filters are normal for this type of furnace.
27. The furnace was not functioning properly when the Tenant complained about it initially on January 3, 2023, but the Tenant did not present sufficient clear, convincing, and cogent evidence to establish that it is more likely than not that the Landlord failed to address this issue in a timely and effective manner. After having the ducts cleaned did not resolve the issue, the Landlord's contractor attended and completed the necessary repairs. The Tenant did not present cogent evidence as to exactly when the furnace was repaired, so I cannot determine on the evidence before me that this was not completed in a timely manner after the Landlord was made aware of the issue.
28. The application is dismissed as it relates to the Tenant's allegations about the furnace.

Electrical Outlets

29. The Tenant said that when she moved into the unit there were two electrical outlets in the basement. She said she used one of the outlets for a treadmill. The Tenant said that one of these two outlets were removed by the Electrical Safety Authority ('ESA') in or about February or March 2022 because they were "not legal". The Tenant does not know why the ESA attended the unit. She just received a notice that they would attend.
30. The Tenant said that the only remaining plug in the basement was used for a washing machine, and that she complained to BF about this, but nothing was done.
31. BF said the ESA insisted that the second outlet be removed, and that this was an issue in several units in the residential complex, because some tenants in the past had improperly installed additional basement outlets. BF said the outlet was removed by a licensed electrician.
32. While I understand that the removal of one of the electrical outlets in the basement may have been frustrating for the Tenant, I do not find that the evidence she presented establishes that the Landlord failed to maintain the rental unit or the residential complex in a state of good repair, fit for habitation, or in compliance with health, safety, housing, or maintenance standards.
33. Although the Tenant did not know why the ESA attended, it appears more likely that the second outlet was removed in order to comply with safety standards. This is not an issue of disrepair.
34. The application is dismissed relative to the Tenant's allegation about electrical outlets.

Fence Posts

35. The Tenant said that on December 12, 2021 there was a windstorm that damaged a panel of the unit's backyard fence. She said that she and her son spent hours repairing the fence, and that BF saw them working on it, but did not do or say anything.
36. The Tenant said that three of the fence posts were also broken at the ground level, and that two of these posts are the ones on either side of the gate. The Tenant said she implemented a temporary fix by installing "easy mend" to hold the posts up.
37. The Tenant said that she first requested that the posts be repaired on April 27, 2022, by making a maintenance request through the Landlord's maintenance request app. The Tenant said there was no response until BF attended the unit in the Summer of 2022 with another person. The Tenant said that BF told her the posts would be repaired, but nothing was done after that time.
38. The Tenant later complained to the Landlord's paralegal, but was told that the Landlord was not responsible to repair the fence posts because the Tenant erected the fence. The Tenant said that she hired a contractor to install the fence in 2017, but that the former landlord reimbursed her for the cost of the fence at the time.
39. The Tenant said that all of the townhomes in the residential complex now have fenced yards, but this was not the case when she initially moved in. She said the former landlord paid for the fence, and that at one point the Landlord painted it. She said the Landlord did not ask for her permission to paint the fence, because it belongs to the Landlord.
40. The Tenant presented as evidence four photos of the fence (DOC-1693015). The photos show that one fence post next to the gate is not straight, with pieces of wood propped against it, ostensibly in an attempt to hold it straight, and another post damaged near the bottom with a black brace on it.
41. The Landlord was not the landlord at the time the fence was constructed, but BF was the superintendent. The Tenant said that she had spoken with BF and another employee of the former landlord about the fence. BF said that she does not know if any "paperwork" was signed between the Tenant and former landlord relative to the fence, but said that the Tenant's agreement about the fence was with another employee of the former landlord, and not BF.
42. BF acknowledged that the fence posts were not repaired as of September 7, 2023, but said that the Landlord had received the complaint and tried to determine whether it was responsible for the repair since the Tenant had the fence installed.
43. The Tenant was the only person who gave evidence who had direct knowledge of her agreement with the former landlord relative to the fence. I accept her evidence that she retained a contractor to install the fence, paid the contractor, but that the former landlord reimbursed her for the cost of the fence. The fence was the property of the former landlord, forming part of the rental unit and residential complex. When the Landlord became the

landlord, the fence became the Landlord's property. The Landlord is responsible to maintain the fence in a state of good repair.

44. Based on the evidence of both the Tenant and BF, the fence posts had not been repaired as of the February 26, 2024 hearing date when the evidence on the T6 application was completed. The fence was not in a state of good repair because at least three fence posts are broken.

T6 Application Remedies

45. The Tenant is entitled to a rent abatement relative to the closet door for the period December 28, 2021 to February 26, 2024, a period of 26 months. I accept that the ongoing disrepair of the closet door is a nuisance, though it is a relatively minor issue, requiring more careful use of the door.
46. The premise of a rent abatement is that if a tenant is obligated to pay 100% of the lawful rent, they are entitled to receive 100% of the value of what they pay for. A rent abatement is intended to account for the proportion of value of what is charged/paid for that the tenant did not receive as a result of the landlord's breach of the Act. When considering this, I find that the Tenant is entitled to a rent abatement of 3% for 26 months relative to this issue.
47. In the application, the Tenant stated that her monthly rent was \$852.83. There was no evidence of what, if any, rent increases were taken by the Landlord after the June 2, 2022 filing date. The Tenant is therefore entitled to a rent abatement of \$665.08 [$\$852.83 \times 3\% \times 26 \text{ months}$].
48. The Tenant is entitled to a rent abatement relative to the fence posts for the 23-month period from April 27, 2022 to February 26, 2024. Although the fence was damaged, it was still standing, though I accept that the damaged posts would affect the operation of the gate. Considering the proportion of the value of what is charged/paid for that the tenant did not receive because of this breach of the Act, I find that a 3% rent abatement is also appropriate relative to this issue. The Tenant is therefore entitled to a rent abatement of \$588.34 [$\$852.83 \times 3\% \times 23 \text{ months}$].
49. The total rent abatement the Tenant is entitled to is \$1,253.42 [$\$665.08 + \588.34].
50. The Tenant also sought recovery of \$800.00 to compensate her for money she spent on temporarily repairing the fence. The Tenant did not present any receipts for the money spent, and her oral evidence was inconsistent with what was included in the application relative to her expenses. At the hearing she said she bought 6 braces, and believes the cost was \$80.00 each, but she was only able to install 3 of the braces. In the application, the Tenant claimed to have purchased 5 braces, at a cost of \$160.00 each. While I do not find that the Tenant was attempting to mislead the LTB, I do not find that her evidence about her expenses was reliable. I therefore decline to order compensation for these expenses.
51. As requested by the Tenant, I find that it is appropriate to order that the Landlord repair the closet door and fence so that both are in a good state of repair. If either or both of these things have not yet been repaired, the Landlord shall repair the fence and the closet door

so that they are both in a state of good repair as soon as possible, but not later than August 3, 2026.

52. I do not find that it is appropriate to order that the Landlord cannot give a notice of rent increase until the repairs are completed, because such an order is limited to repairs related to “serious” breaches of the Act: ss. 30(1)7(ii), *Residential Tenancies Act, 2006*. While I have found that the Landlord breached its obligations under section 20 of the Act, I do not find that the damaged fence posts or the closet door amount to *serious* breaches of those obligations.
53. This is because use of the word *serious* in the Act is a clear indication from the legislature that this remedy is to be reserved for orders requiring repairs of more serious issues, such as those, for example, that may render a unit uninhabitable, or that would have a significant and ongoing impact on a tenant’s ability to comfortably reside in a rental unit.

T2 Application:

54. The Tenant requested that the T2 application be amended, and the request to amend was granted on consent of the parties (DOC-3236705).
55. In the T2 application, the Tenant alleges that the Landlord and its agent and superintendent substantially interfered with the Tenant’s reasonable enjoyment of the rental unit or residential complex for all usual purposes, and that the Landlord and its agent and superintendent harassed, obstructed, coerced, threatened or interfered with the Tenant.
56. To prove that the Landlord or the Landlord’s agent or superintendent substantially interfered with the Tenant’s reasonable enjoyment of the rental unit or residential complex, the Tenant must establish that the Landlord or its agent or superintendent did something, or failed to do something, that interfered with the Tenant’s reasonable enjoyment in a *substantial* way. Conduct by a landlord that amounts to a mere annoyance or trivial incident will not normally amount to a breach of the Act. The enjoyment protected by s. 22 of the Act is qualified by the word *reasonable*. This means that the standard to be applied is an objective one. Even if some conduct, or lack thereof, is particularly annoying to the particular tenant before the LTB, the LTB must consider whether that conduct or lack thereof would amount to a *substantial* interference with enjoyment on the objective standard of the reasonable tenant in similar circumstances: s. 22, *Residential Tenancies Act, 2006*; *TST-55210-14*, 2014 CanLII 58631 (ON LTB), para 32.
57. Section 22 of the Act refers to the conduct of the Landlord, and not the behaviour of others in the residential complex. However, a landlord can be held liable for the conduct of others if they fail to respond reasonably to address complaints about such conduct: *TST-55210-14*, 2014 CanLII 58631 (ON LTB), para 30.
58. For the Tenant to prove that the Landlord or its agent or superintendent harassed her, she must establish that the Landlord engaged in a course of *vexatious* comment or conduct toward the Tenant that the Landlord knew or ought to have known to be unwelcome: *Ronan v. Singh*, 2023 ONLTB 13936 (CanLII), para 24. For comment or conduct to be vexatious, it must be pursued for no lawful or legitimate purpose. As an example, even if a tenant were in arrears of rent, the landlord would know, or ought to know, that issuance of

a notice of termination of tenancy for rental arrears would be conduct that would be unwelcome by the tenant. This conduct, however, would not be vexatious because it would be conduct engaged in for a lawful, legitimate purpose (in accordance with the landlord's rights under s. 59 of the Act).

59. The Tenant gave her direct evidence relative to the T2 application on August 13, 2025. She said that she is 58 years old, and moved into the rental unit in 2016. Her three children, now aged 22, 27, and 28, initially moved into the unit with her.
60. The Tenant said that on July 16, 2021 she began being accused of making racial slurs by MS, who was the tenant of the neighbouring rental unit at the relevant time. MS had recently moved out of the residential complex as of the August 13, 2025 hearing date.
61. The Tenant said she used to be friends with MS, but she does not know what happened, but MS's husband started getting belligerent. The Tenant said that despite repeated complaints to both the Landlord and police, neither ever did anything to address the issues.
62. The Tenant said that she eventually became a "target" for the police and was charged with criminal harassment against MS, but was recently acquitted of those charges. On cross-examination, it was clarified that the Tenant agreed to enter into a Peace Bond. She said she agreed to this because she could not go through another two years of court proceedings.
63. The Tenant said that on September 14, 2021 she was walking her dog and said "hi" to MS's spouse, "Jason". The Tenant said that Jason also said "hi" to her, but that Jason and MS then accused the Tenant of yelling at Jason, and complained to BF about this.
64. The Tenant said that on November 3, 2021, false allegations were made against her. She did not recall what the allegation was, but said they were "always racial". She said that she was not even home at the time because she was driving her child to and from Brock University at the time. She presented a copy of her child's class scheduled from the relevant period (DOC-3236705, p. 9).
65. The Tenant said that on November 8-9, 2021 MS accused the Tenant of calling her employer, which the Tenant denies doing. The Tenant said she doesn't even know where MS works.
66. The Tenant said that on November 17, 2021 she was turning on her exterior Christmas lights, and that around dusk she went by a window to plug the lights in. The Tenant said MS then accused her of "watching" her home, and MS claimed her family feared for their safety.
67. The Tenant said that because of the complaints made by MS and Jason, she received 3 N5 notices of termination, but they were all withdrawn and she was not evicted based on any of them.
68. The Tenant said that she complained to the Landlord and police about these false allegations several times, but neither did anything. She said police told her to install cameras, which the Tenant said she did at the front and rear of the unit, and in her vehicle.

69. The Tenant said she was being ridiculed by MS and Jason, who the Tenant said called her a “retard” and a “Nazi”.
70. The Tenant said she was complaining to the Landlord about these issues via email, but that she was not receiving any responses. The Tenant did not present any of these emails as evidence at the hearing.
71. The Tenant said that on February 16, 2022, a letter addressed to her daughter was accidentally delivered to MS’s mailbox. The Tenant said she told BF that MS had her mail, but BF did not do anything, nor did police when the Tenant contact them about this issue. The Tenant said MS denied having the mail, but the Tenant said that the letter was tracked there. The Tenant did not present documentary tracking information for this mail as evidence at the hearing. The Tenant said that she did not end up getting the piece of mail.
72. The Tenant then said that BF contacted MS about the mail, but MS denied having the mail, so BF said there was nothing she could do. The Tenant said police did the same thing.
73. By this time, the Tenant said she was trying to avoid MS and Jason “at all costs”.
74. The Tenant said that on February 19, 2022 MS accused the Tenant of calling police on MS because of loud music. The Tenant denied doing so, and presented a letter from police dated May 17, 2022 confirming there is no record of such a call (DOC-1692789). The Tenant said she sent this letter to the Landlord, but there was no response. While a copy of the letter was presented, there was no documentary evidence presented by the Tenant establishing that the letter was provided to the Landlord.
75. The Tenant said that she was told on March 2, 2022 by the property manager’s husband that she could use a garbage bin in the residential complex, but when BF saw the Tenant using the bin, she told the Tenant the bin is only for contractors, and the Tenant is not permitted to use it.
76. The Tenant said that on March 12 and 13, 2022 she was accused by MS of vacuuming at 6:00 a.m., but she was outside shovelling snow at the time, and said this was captured by her Ring doorbell camera. The Tenant said she sent the camera footage to the Landlord’s paralegal, but that there was no response. The camera footage was not presented as evidence by the Tenant, nor was any documentary evidence of providing the footage to the Landlord.
77. The Tenant said that she took her dogs out for a walk on October 6, 2022, and Jason was outside leaf blowing. The Tenant said her son was struggling with his mental health at the time, and Jason said that he would go buy the rope to the Tenant’s child could hang himself.
78. The Tenant presented as evidence a video of this incident (DOC-685243). This is a video taken by the Tenant on her cell phone. As she walks into her driveway, Jason is on the neighbouring driveway. Jason made the following statement.:

Jason: Hey, when your telling people that we’re trying to make your son commit suicide, watch what you’re telling people, ok? ‘Cause I don’t give a fuck about your son. If he wants to jump off the bridge, he can. I can buy him the rope if you need it, too. I don’t give a fuck about that kid, so ...

79. After this, there was an acrimonious exchange between Jason and the Tenant. Later in the conversation, Jason stated again that he would buy the rope, and also said the Tenant's son, and "all of you" are "retarded". Jason also said "if it wasn't for the police I'd break his neck by now". Jason also said that the Tenant's son looks like a "white supremacist" and a "Nazi".
80. When asked if she contacted the Landlord after this exchange, the Tenant said she called police. She said police attended and put Jason in the back of the police car, but that he was released without any charges being laid. The Tenant said she had a "nervous breakdown" and went to the hospital. She said that she did not contact the Landlord about this, but said that she is "sure" that MS told the Landlord.
81. The Tenant presented as evidence a medical note from her hospital visit on this date, related to her mental health (DOC-1697378).
82. MS said that on this day, another neighbour had just told Jason that the Tenant told them that her son wanted to commit suicide because of MS and Jason, and that this upset Jason, and he was "midblown". MS said the police saw the video and determined that Jason had clearly said he was letting police handle the situation, and his comments were not threats.
83. The Tenant said no one from the Landlord contacted her after this incident. It is not clear, however, how the Landlord would have known this occurred if the Tenant did not inform them about it. The Tenant's conjecture that MS would have told the Landlord is not sufficient cogent evidence to establish that the Landlord was provided with complete and accurate information about this exchange with Jason.
84. As set out above, the Landlord is not directly responsible for the conduct of other tenants, but only for how it responds once made aware of an issue. Although Jason's comments on this date were unacceptable, the Landlord cannot be held responsible for not responding appropriately when there is no evidence they were made aware of the interaction.
85. The Tenant said that MS knew she had gone to the hospital and started constantly "jabbing" the Tenant relative to her mental health. The Tenant said that on December 8, 2022, MS called her "psychotic". When asked if she informed the Landlord about this incident, the Tenant said that by this time she was only contacting police, because after being charged with criminal harassment, the Tenant was on conditions not to contact certain people, including MS, Jason, and BF.
86. The Tenant said that on August 11, 2023 she got a gazebo, and heard MS talking to someone else on the phone, saying it was "tacky" to get a gazebo from Facebook Marketplace. The Tenant said she emailed the Landlord's paralegal about this, but only received an "auto-response". I do not find that the Tenant overhearing MS talking on the phone to someone else, and saying something is "tacky", is more than a mere annoyance or trivial incident.
87. The Tenant said that on November 21, 2023, a guest of MS and Jason walked across the front lawn and tripped over her Christmas decoration wires, and then "stomped" on her decorations. The Tenant said she informed the Landlord about this, but was told it does not have anything to do with the Landlord. There was no detailed evidence as to what, if

any, damage was caused by the person “stomping” on the decorations, and there was no photograph evidence presented showing any damage. There was also no copy of any written communication with the Landlord relative to this issue presented as evidence.

88. The Tenant said that on December 7, 2023 and February 26, 2024, MS called her “fat face”. The Tenant thinks MS was trying to provoke the Tenant because of the conditions she was on relative to the criminal charges. The Tenant said she informed the Landlord’s paralegal about this, but nothing was done. Again, there was no documentary or specific oral evidence to establish when or how the Landlord was informed of this.
89. The Tenant said that on March 16, 2024, MS and Jason’s son was flying a drone, and it was pointed directly at the front window of the unit. She said she phoned police, who cautioned MS and Jason. The Tenant then said she “always” contacted an employee of the Landlord about these issues by email, but could not always remember who. She said no employee of the Landlord reached out to her about these issues. There was no documentary evidence presented to establish when the Landlord was informed of this incident, or any of the others outlined above.
90. The Tenant said that MS and Jason eventually moved around October or November 2025.
91. The Tenant presented as evidence an email she sent to ST the LTB and SF on May 26, 2025. In the email, the Tenant wrote that: “[m]y garbage has been addressed twice, to not have it out at the back of my fence, where city hall told me I could put it. I was told that all the other 200 plus units were getting notices that their garbage has to be in the garage or in the backyard, everyone’s garbage is still out front of their units” (DOC-5688952). The Tenant said BF had called the City about her recycling bins.
92. The email also contains a photo of a bracket, which the Tenant said that MS had affixed to the brick wall that is part of the Tenant’s unit. In the email, the Tenant opined that she would “be written up, or given eviction”.
93. These allegations were not included in the application.
94. The Tenant said that AT did not respond to this email, and that she reached out to him a lot, but he never responds. There was no documentary evidence, aside from the May 26, 2025 email, establishing when she contacted AT, or exactly what she contacted him about.
95. The Tenant said that all of this has caused her anxiety, and her son is depressed. Despite MS and Jason having moved, the Tenant said she does not know what next step the Landlord will take.
96. Despite the Tenant’s statements that she has sent numerous emails to employees of the Landlord complaining about some of the incidents described above, no emails were presented as evidence by the Tenant, except the May 26, 2025 email referred to above.
97. On cross-examination, the Tenant denied having been offered a unit transfer by the Landlord. She also said she was given two or three N5 notices, and that there was an L2 application filed, which was later withdrawn.

98. The Tenant said she thinks that MS and Jason were given an N5 notice at some point, because she heard MS “freaking out” about BF giving her a notice. The Tenant said BF told MS to just take it, it doesn’t mean anything, and it is something the Landlord has to do.
99. LT is the Tenant’s daughter. She gave evidence on December 16, 2025. She said she is 23 years old and lived in the rental unit with the Tenant for about 8 years.
100. LT said her family was originally on good terms with MS and Jason, and that she even used to babysit their children. LT said that at some point MS and Jason decided they did not like the Tenant and LT anymore, but that she did not understand why.
101. LT said that a friend sent her a package around February 16, 2022, but mis-typed the address. She said the package was tracked to MS and Jason’s unit. LT said BF contacted MS and Jason, but they denied that they received the package. LT also confirmed that police took the same steps BF did, with the same result.
102. At the hearing, MS denied having received this package.
103. LT also said that numerous emails were sent to the Landlord’s employees about the issues identified in the application, but that the Landlord was not responsive.
104. LT did not present any documentary evidence about the postal confirmation for the package, and did not present copies of any emails sent to the Landlord’s employees.
105. LT said that the incidents identified in the application cause a lot of stress for her family, and impacted their mental health. She also expressed that she is unsure why, but Jason targeted her brother, calling him a “Nazi” because of the way he dresses.
106. MS gave evidence on March 27, 2026. She said that she lived in the unit next to the rental unit for about 12 years. She described her relationship with the Tenant as “horrible”. She said the relationship was not really marked by an ongoing “dispute”, because it was one-sided, and the Tenant made her family’s life horrible for almost a decade. She said that the Tenant did all kinds of things to her, including calling the police, the Humane Society, and Child and Family Services.
107. MS said she made many complaints to the Landlord about the Tenant over the years. MS said she does not believe that the Landlord favoured her over the Tenant, and that she felt very discouraged. MS said she also filed an application with the LTB against the Landlord because of these issues.
108. MS said that the Tenant’s conduct over the years had a significant negative impact on her family’s well-being.
109. When asked if she called the Tenant “psychotic”, MS did not explicitly acknowledge or deny saying this, but said that she would not just start calling another person names, and that whatever she said was provoked by the Tenant. MS also denied saying that it is “tacky” to get a gazebo from Facebook marketplace. She said that she would only communicate with the Tenant when the Tenant spoke to her child.
110. MS denied calling the Tenant a “fat face”, and said that is a comment that was directed at her by the Tenant.

111. MS said that she was informed that the Landlord offered the Tenant a unit transfer, but the Tenant denied the offer. The Landlord then offered MS and Jason a unit transfer, but they also declined, because by that time they already planned on moving out of the residential complex.
112. When asked on cross-examination, MS said the Landlord never suggested that the parties engage in mediation relative to their ongoing issues.
113. BF acknowledged that there was a period where the Tenant was not allowed to contact her directly, which made the situation more difficult to manage, because they would have to communicate through third parties.
114. BF said that both the Tenant and MS/Jason were offered transfers to other units, but that both declined their respective offers. BF said that this dispute has also caused her a lot of stress. She said the Tenant has made false accusations about her, it makes her feel nervous, and she ended up being prescribed medication.
115. On cross-examination, BF was asked how it works when a tenant makes a complaint. BF said that if it is a maintenance request, the work orders go to the Landlord, and they are then forwarded to BF. She said that if she receives any complaints, they are forwarded to the Landlord's head office, and that if there is a dispute between tenants, she or Ray go to address the issue as soon as possible. She said the Landlord's website includes pages to submit maintenance requests, and a separate page to submit other complaints. Complaints are then forwarded to BF and she is asked if she knows about the issue and if she can look into it.
116. When asked if the Tenant contacted her or Ray between 2021 and March 2024 to complain about any of the occupants of MS and Jason's unit. BF said there were complaints during this period, for example a noise complaint. BF said she went to MS and Jason's unit and told them that they cannot be too loud early in the morning, and cautioned them to be respectful to neighbours. BF said the last thing the Tenant complained about was a planter being put between the two units. BF did not say if she received complaints about the issues specifically identified in the application.
117. When asked on cross-examination, BF said she had no information about whether the Landlord suggested or offered that the Tenant and MS/Jason engage in mediation relative to their disputes. She said that is not the type of thing she would be involved in, and someone else from the Landlord's office would handle that type of thing.

Disposition – T2 Application

118. I find that the Tenant did not present sufficient clear, convincing, and cogent evidence to establish that it is more likely than not that the Landlord or its agent or superintendent substantially interfered with the Tenant's reasonable enjoyment of the rental unit or the residential complex for all usual purposes, or that they harassed, obstructed, coerced, interfered with, threatened the Tenant.
119. Although the Tenant testified that she made numerous complaints to the Landlord by email about the conduct of MS and Jason, she did not provide any cogent, specific oral evidence to establish exactly what she complained about, to whom and when. There was

oral evidence from the Tenant that she informed the Landlord by email of some specific incidents, but without explanation, there was no documentary evidence presented, such as copies of the emails, based on which this information can be determined or confirmed.

120. While the Tenant said she sent many emails and the Landlord was not responsive, she also gave evidence that, for a period of time, she was only complaining to the police. This was the case for the unacceptable comments made by Jason on October 6, 2022, for example. As set out above, I cannot find the Landlord breached the Act based on how they responded to this incident, because there was no evidence that the Landlord knew or ought to have known about the incident.
121. Similarly, I cannot determine that the Landlord failed to respond reasonably to the Tenant's complaints about any of the other allegations about MS and Jason, because there was not sufficient evidence to determine which incidents the Tenant informed the Landlord about, who she informed, or when. Without this information, it is not possible to determine if the Landlord responded appropriately.
122. The Tenant did present one email, dated May 26, 2025. These complaints were not issues included in the application, so no remedy can be awarded relative to them. Further, the issues in this email, including the installation of a bracket to hang flowers on and a dispute about where to keep garbage or recycling bins, are relatively minor issues. Without anything further relative to these allegations, they would likely not amount to more than mere annoyances or trivial incidents.
123. With respect to the allegation about the Tenant's daughter's mail, I do not find that the Tenant presented sufficient clear, convincing, and cogent evidence to prove it is more likely than not that the mail was actually received by MS/Jason. There was no explanation, for example, as to why a copy of the delivery confirmation was not presented as evidence. The only evidence before me was the Tenant and LT saying the mail was delivered to MS and Jason's unit, and MS denying having received it. All of these witnesses' evidence on this point was internally consistent, but it is only the Tenant who could have produced documentary evidence to support her allegation. MS could not, for example, be expected to produce a document stating that this piece of mail was *not* delivered to her unit.
124. Regardless of whether MS/Jason received the mail, the Landlord is only responsible for its own actions and that of its employees and agents. To that end, I find that BF's response was reasonable. She spoke with MS/Jason to ask if they had the mail. Without any other evidence, there were no other reasonable steps for BF to take in the circumstances. There was no evidence that the Tenant, at the time, showed BF a copy of the delivery confirmation, for example.
125. As for the evidence that one employee of the Landlord told the Tenant she could use a specific garbage bin in the residential complex, and BF later telling her this bin was only for contractors, there was no evidence that BF said or did anything inappropriate. At worst, the Tenant received conflicting information about use of a garbage bin from different employees. This may have been irritating for the Tenant, but I find that it was only a mere annoyance or trivial incident on the standard of the reasonable tenant in similar circumstances.

126. For the foregoing reasons, on the evidence before me, the Tenant did not prove on a balance of probabilities that the Landlord or its agent or superintendent engaged in a course of vexatious comment or conduct that they knew or ought to have known would be unwelcome by the Tenant, nor did the Tenant prove the Landlord or its agent or superintendent's acts or omissions amounted to more than a mere annoyance or trivial incident on the standard of the reasonable tenant in similar circumstances.
127. The evidence was that there was an extended acrimonious dispute between neighbours, and that the Landlord delivered N5 notices to both of them. SF submitted that the Landlord should have offered to provide a mediator to try to help the parties resolve their issues. She said that there was instead no evidence of the Landlord doing anything, aside from issuing N5 notices. This is an accurate assessment (aside from some steps taken by BF, described above), but as set out above, the Tenant bears the burden of proof on this application, and I have found that there was not sufficient evidence to establish if and when the Landlord knew about, or ought to have known about, the specific incidents. General evidence of sending the Landlord emails, without more details and/or copies of the emails, is not sufficient clear, convincing and cogent evidence for the Tenant to discharge her burden. I can only determine that the Landlord had an obligation to respond to incidents where I am satisfied that they knew or ought to have known about them.
128. While offering mediation services is certainly a reasonable option, it is not necessary in order for there to be a finding that a Landlord responded reasonably to an issue. More importantly, the primary issue in this case is the lack of evidence about what the Landlord was informed about, how they were informed, and when. I cannot find the Landlord breached the Act because it did not offer mediation when I am not satisfied that the Tenant proved her case relative to when and how she informed the Landlord of the issues.
129. The T2 application is dismissed.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,253.42. This amount represents a rent abatement relative to the T6 application.
2. The Landlord shall pay the Tenant the full amount owing by June 14, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 14, 2026, the Landlord will owe interest. This will be simple interest calculated from June 15, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by June 15, 2026, the Tenant may recover this amount by deducting \$ 621.71 from the rent each of July and August 2026.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.
6. As soon as possible, but not later than August 3, 2026, the Landlord shall repair the hallway closet door and the damaged fence so that both are in a good state of repair.

June 3, 2026
Date Issued

Mark Melchers
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.