



Order under Section 31 Residential Tenancies Act, 2006

Citation: Kerr v Campbell, 2026 ONLTB 42771

Date: 2026-06-08

File Number: LTB-T-014011-22

In the matter of: BASEMENT, 1071 HUDSON DRIVE
KINGSTON ON K7M5K9

Between: Devon Nathaniel Kerr Tenant

And

Winston Campbell Landlord

Devon Nathaniel Kerr (the 'Tenant') applied for an order determining that Winston Campbell (the 'Landlord'):

- entered the 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 February 3, 2025 and April 21, 2026.

The Landlord, the Landlord's representative, Heidi Powell, the Tenant, the Tenant's witnesses, Chrystal Wilson and Justin McLaren, and the Tenant's representative, Dara Saunders, attended the hearing on February 3, 2025.

The Landlord's representative, Chris Ecclestone, the Tenant, the Tenant's witness, Chrystal Wilson, and the Tenant's representative, Dara Saunders, attended the hearing on April 21, 2026.

Determinations:

Preliminary Issue

Application is amended

1. The Tenant filed a further amended application [Doc 2678668] on January 30, 2024 seeking to define the rental unit as the basement unit, withdraw a claim for harassment and modify remedies sought. There was no dispute that the proposed amended application was served on the Landlord's representative and that the Landlord was aware of the proposed changes.

As such, I exercised my discretion to amend the application as set out in the further amended application.

Adjournment request – April 21, 2026 hearing

2. At the outset, the Landlord's representative, Chris Ecclestone, requested an adjournment because the Landlord had been out of the country since late 2025 dealing with storm related issues. The Landlord's representative submitted that despite having placed numerous phone calls, leaving phone messages and sending emails to the Landlord since October 2025, the Landlord only reached out to them yesterday, stating that they remained abroad, had no reliable internet and requested an adjournment in order to be able to attend the continued hearing. Given that the Landlord's representative did not know where the Landlord was until yesterday afternoon, they have been unable to prepare for the continued hearing.
3. Despite the Tenant being agreeable to the adjournment request, I exercised my discretion to deny the request. I do not find it credible that almost six months after a storm caused the Landlord to leave the country, he is unable to find any location that will allow him adequate internet to attend the hearing. There was no explanation as to why the Landlord could not have phoned into the hearing if internet were not available. In my view, the Landlord chose not to attend the hearing. The Tenant, his witness and his representative were in attendance.

Withdrawal of Landlord's representative on record

4. The Landlord's representative advised that he had advised the Landlord that if the adjournment request were denied, he would request to be removed as representative on record, given the lack of communication and instructions from the Landlord. I was satisfied that the Landlord was aware of the consequences of his non-attendance. The Landlord's representative subsequently withdrew as representative on record and the matter proceeded with only the Tenant's evidence.

The application

5. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$1,048.00.
6. The Tenant moved into the unit on June 1, 2021 and vacated the unit in or around November 2022.
7. The rental unit was located in the basement of the Landlord's home, with the Landlord occupying the main level.

Illegal entry

8. The Tenant said that the Landlord broke into his unit, stole his belongings and changed the locks. The Tenant stated that he was incarcerated from October 5, 2022 until December 15, 2022. In October, the Tenant had multiple friends (Justin McLaren, Mitchell Story, Rachel Dawson) attending the unit to feed his three cats and check on his unit. In or around November 30, 2022, an acquaintance (Tasha perhaps – he could not remember her name) attended at the unit but she could not get in because the back gate was locked. In or around

December 5, 2022, his friend, Chrystal Wilson, attended the unit. While she could not access the backyard, she took photographs of the unit through the front windows which showed most of the Tenants belongings were gone.

Tenant's witness – Chrystal Wilson ('CW')

9. CW testified that she has known the Tenant for about five years and that he asked her to keep an eye on the belongings in his apartment in November 2022. On November 17, 2022, she attended at the rental unit and found the gate to the back yard locked. The Landlord did not answer the door so she was not able to gain access to the unit. She reattended the unit on December 2, 2022, looked in the windows and saw that the unit was empty and being renovated.

Analysis

10. For the following reasons, I find that the Tenant has not proven, on a balance of probabilities, that the Landlord entered the Tenant's unit illegally or disposed of the Tenant's belongings. First, the Tenant's evidence regarding not vacating the unit was inconsistent. While the Tenant stated that that he did not abandon the unit, never tried to leave it and never told the Landlord he was leaving the unit. he also testified that he never one hundred per cent agreed that he was leaving until things were dealt with (i.e. contract signed). This indicates to me that he and the Landlord were negotiating terms for him to leave. The fact that he produced photographs of his belongings being pack up when he was preparing to move out, which he stated he took weeks or days before October 6, 2022, lead me to believe that he was indeed in the process of moving out. Lastly, the police report dated September 6, 2026 confirms "Complainant moving out in two weeks" and the Tenant admitted that his roommate had already moved out by the time he was incarcerated. As such, I find it more likely than not that the Tenant was in the process of moving out.
11. With respect to the removal of the Tenant's belonging from the unit, the Tenant admitted that he had multiple people attending the unit while he was incarcerated and that he had instructed them to move certain things from the unit, including his cats. The Tenant did not produce any of those individuals to testify as to what items, if any, remained in the unit, nor did he produce any photographs of his unit during the period of his incarceration. While the Tenant's witness confirmed that the unit was empty as of December 2, 2022, there is nothing to confirm that the Landlord, rather than the Tenants friends who were retrieving items from the unit, removed the Tenants possessions.
12. As such, I find that the Landlord did not enter the Tenant's unit illegally nor did he remove and dispose of the Tenant's belongings. This part of the Tenant's claim is dismissed.

Substantial interference

13. To establish substantial interference, the Tenant must demonstrate conduct that is serious, ongoing, or reasonably likely to disrupt the Tenant's ordinary use and enjoyment of the premises.
14. The Tenant testified that when his friend, Andrew Sparks, moved in with him around August or December 2021, the Landlord started establishing rules and not letting them use the laundry. The Tenant had to call police after the Landlord threatened his roommate. The

Landlord then stopped giving the Tenant rent receipts and started banging on the floor with chairs and hammers. He would constantly harass the Tenant and his girlfriend.

15. On January 8, 2022, the Landlord woke up the Tenant, his girlfriend, his roommate and his roommate's three-year-old son by banging on the door and yelling, accusing them of smoking in the unit.
16. On January 11, 2022, he received multiple text messages from the Landlord threatening his roommate, telling him he could not use the laundry room. The Tenant called the police who then spoke with the Landlord, which upset him further.
17. On January 19, 2022, the Landlord advised the Tenant that the laundry room would be locked and they would no longer have access to it even though laundry was included in the Tenant's lease.
18. On January 27, 2022, the Landlord sent a text message to the Tenant telling him to find a new place to live before things got worse.
19. On March 6, 2022, the Tenant had to ask the Landlord to unlock the laundry room door so that he could do laundry. The Landlord was swearing at the Tenant and telling him if he stepped foot in the laundry room something bad would happen. The Tenant called police, who then assisted the Tenant to remove the laundry room door so that he could do his laundry. Thereafter, the Tenant removed the laundry room door every time he wanted access to the laundry room, claiming that he received consent from police to do so.
20. The Tenant stated that on March 8, 2022, the Landlord sent him a threatening text message using vulgar language, telling him that he was using his last month's rent, that he did not have to pay rent anymore and that he would have to move out by the end of the year. The Tenant admitted that he did not pay the Landlord any rent after April 2022 because he did not know what was going to happen.
21. The Tenant stated that throughout the tenancy, the Landlord always kept his kitchen door open into the common back entryway in order to keep an eye on who is entering the Tenant's unit, despite the Tenant asking him to close it numerous times. The Tenant found this intrusive and an invasion of his privacy. He said the Landlord would also stand at the common back entry door yelling at the Tenant and accusing him of smoking in the unit. The Tenant stated he only smoked cannabis outside and the problems only started after the Landlord first saw him using a bong outside. The Tenant admitted that he and his roommate started smoking inside the unit in or around March 15, 2022.
22. In support of his testimony, the Tenant produced the following police incident reports [Doc 3691311, pages 1-3, 5-6, 8-15]:

January 28, 2022	Complainant says last night Landlord was looking in his windows. Incident report says "Advice given to both parties. Not a police matter".
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March 7, 2022	Complainant having issues with Landlord who lives in same house. Says three people cam in and were in his face. Now they are upstairs. Incident report says, "Advice given, no criminal elements".
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March 15, 2022	Complainant says his Landlord is stomping around upstairs, just started doing it. Other Tenant in the room confirmed he is doing it. Ongoing issues with him. Says police have attended quite a few times regarding this matter. Complainant believes his Landlord is getting on his hands and knees and eavesdropping on his conversations. Complainant very argumentative, roommate yelling in background, both seemed to be under the influence of a substance. Upstairs was in darkness. No answer at door. Police did not attend complainant's address.
March 31, 2022	Complainant's Landlord screaming at him, smashing something against the floors, says he's going to have people come over and beat up the complainant. No grounds for charges. Complainant angry with police for not charging his Landlord.
April 3, 2022	Complainant's Landlord is using a hammer to hit the floor. Complainant said this is an ongoing issue. Has been going the last 20 minutes.
April 24, 2022	Complainant having on-going issues with Landlord. Landlord believes complainant is smoking indoors. Threatening to physically harm complainant. Concerned things may escalate. Complainant doesn't want to speak to police. Just wanted to ask questions about his situation.
May 12, 2022	Complainant and girlfriend are having ongoing issues with Landlords. Landlords are harassing complainant and girlfriend and are currently screaming at them. Girlfriend is scared to leave unit.
May 12, 2022	Complainant very worked up, saying Landlord is yelling at him, threatening him, ongoing issue. We were just there this morning. He wants criminal charges and sounds very aggravated. Not very cooperative answering questions. Advice provided for complainant to contact enforcement unit of Ministry of Housing.
August 4 & 6, 2022	Complainant believes landlord is withholding his mail. He is very belligerent and sexist with call take and said if we send a female officer he will lodge a complaint. Complainant advised to speak to property standards regarding a second mailbox.
August 28, 2026	Complainant calling in saying Landlord is screaming at him. Complainant yelling back – hard to get info. Says Landlord is smashing on the floor. Both parties too noisy, ongoing disputes, no offence committed, not a police matter at this time.
September 6, 2026	Complainant understand the long history of Landlord/Tenant disputes he is having and the proper way to address them. However, now the Landlord is following complainant around and taking photos. Complainant is trying to do his best but with this harassment he needs

a police report. No offence committed. Complainant moving out in 2 weeks, both parties cautioned to stay away from each other.

23. The Tenant said it was very scary living in the unit and the Landlord wanted to make his life a living hell. Every time he was picked up to go somewhere, the Landlord would be standing at his window, staring at his friends and terrifying them. The Landlord did the same to any friends that visited. The Tenant resorted to being pick up around the corner of the street. He said that sometimes the Landlord would even follow him just to observe what vehicle he was getting into. He said that the Landlord was totally intrusive and never understood his responsibilities as a Landlord.

Analysis

24. There is insufficient evidence for me to determine that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the unit by removing access to the laundry room. The Tenant did not produce a copy of his lease to confirm that laundry was included. While he may have called the police when he could not access the laundry room, I do not find it credible that police assisted the Tenant to remove the laundry room door or told him to keep it in his unit. The Tenant did not produce any witnesses (i.e. police) to corroborate his testimony.
25. I do find, however that the Tenant proved, on a balance of probabilities, that the Landlord substantially interfered with the Tenant's use and enjoyment of the unit by screaming at the Tenant and withholding his mail.
26. With respect to screaming, while I have no doubt that the non-payment of rent, smoking in the rental unit and removal of the laundry room door contributed to the Landlord's outbursts, the Landlord should have known that his outbursts were upsetting for the Tenant, causing him to call the police on numerous occasions. While the Tenant stated that he had videos of the Landlord screaming at him, he did not produce those videos. Even though the police reports confirm there was no wrongdoing on the part of the Landlord, I am satisfied that the Tenant had reason to call the police on numerous occasions.
27. With respect to withhold some of the Tenant's mail, I accept the Tenant's evidence that when he made enquiries of ODSP about payment stubs, they advised that some of his mail had been returned to them, marked return to sender. The Tenant did not, however, indicate how many envelopes had been returned to ODSP.
28. Although none of the police reports stated there were no charges or indicated any wrongdoing on the part of the Landlord, I am satisfied that the amount of times the Tenant complained to police confirms a pattern of conduct on the part of the Landlord which the Landlord knew or ought to have known was upsetting the Tenant.
29. Therefore, I find that the Landlord substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household by screaming at them on a number of occasions and withholding some of the Tenant's mail.
30. In the circumstances, I find a rent abatement of \$1,000.00 is reasonable.

Withheld or interfered with vital services

31. The Tenant stated that on March 21, 2022, the Tenant's power was shut off. Since the electrical panel was located inside the laundry room, police were called. This was the start of multiple instances of the Landlord shutting off the Tenant's power.
32. The Tenant stated that the Landlord withheld his hydro at least five times and that the Landlord would turn power to certain things off just to aggravate him. For example, the Tenant might not have power to the bathroom, another day it was the fridge, another day it might be the stove. The Tenant stated he called police whenever his power was off because he and the Landlord no longer communicated with each other. The police would attend and turn the breaker switch back on. As soon as the police would leave, the Landlord would go downstairs and turn off another breaker, then yell at the Tenant.
33. The Tenant produced the copies of the following police incident reports [Doc 3691311, pages 4, 6,]:

March 21, 2022	Rear Door complainant has an ongoing problem with Landlord. Now the breaker has gone on complainant's fridge and "Landlord" has not flipped it back on. Long history and complainant is dealing with Landlord-Tenant Tribunal which is making situation worse.
April 3, 2022	Complainant says Landlord has now cut the power so would like police to reattend.
April 19, 2022	Complainant says his Landlord has shut the power off to his apartment in the basement. Does this all the time. Complainant went up to figure out why and Landlord said to call the police.
34. The Tenant stated that there were three other times when his power went off, then on again without him having to call police (i.e. he would go into the laundry room to turn on the breaker). It was when he could not get into the laundry room, that he would call police. He said sometimes the power would be off for eight hours or four hours or one hour or half an hour, or he would get home and the power would be off.

Analysis

35. For the following reasons, I am not satisfied that the Landlord withheld a vital service, namely hydro. While I accept that there may have been multiple instances when the Tenant's hydro did not work, there is insufficient evidence for me to determine that the Landlord was turning off breakers in the laundry room. The Tenant denies that the breakers could trip by themselves, he did not produce any evidence that he asked the Landlord to investigate why his power was turning off or produce any witnesses, such as an electrician, to confirm that the breakers could not have tripped. There is no evidence before me about the age of the house or the status of the electrical system in order to rule out that the breakers did not trip by themselves. The Tenant did not produce any photographs or videos of the Landlord turning off breakers in the laundry room as soon as police left. None of the police reports state that the Landlord did anything to the electrical panel.

36. Therefore, I find that the Landlord did not withhold or interfere with the Tenant's vital services. This part of the Tenant's claim is dismissed.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,048.00. This amount represents:
 - \$1,000.00 for substantial interference
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 19, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 19, 2026, the Landlord will owe interest. This will be simple interest calculated from June 20, 2026 at 4.00% annually on the balance outstanding.

June 8, 2026

Date Issued

Karen Gonçalves

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.