



Order under Section 31 Residential Tenancies Act, 2006

Citation: Cluff v Congi, 2026 ONLTB 45059

Date: 2026-06-05

File Number: LTB-T-000680-25

In the matter of: Unit A, 264 NORTHLAKE DR
WATERLOO ON N2V1A9

Between: Corinne Cluff Tenant
Jeff Durrer

And

Antonio Congi Landlord

Corinne Cluff and Jeff Durrer (the 'Tenant') applied for an order determining that Antonio Congi (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.

This application was heard by videoconference on June 2, 2026.

The Landlord and the Tenant, Corinne Cluff, attended the hearing. The Landlord was represented by Uchenna Okonkwo. The Tenant was represented by Mitchell Kent.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Tenant's Evidence

2. The Tenant alleges that the Landlord substantially interfered with her reasonable enjoyment of the rental unit by serving an excessive number of notices of entry during the period when the rental unit was listed for sale.
3. The Tenant testified that the numerous showings caused her stress and inconvenience. She stated that she was required to keep the rental unit in a condition suitable for prospective purchasers, that she altered family plans on certain occasions, including an Easter gathering, and that she found the frequency of the showings disruptive. The Tenant

also testified that her mobility limitations and medical conditions made preparing the rental unit for showings more difficult.

4. The Tenant acknowledged that each of the entries occurred in connection with the Landlord's attempt to sell the property. She also acknowledged that the notices of entry provided the required notice and that she was advised by the realtor that showings could be rescheduled if particular times created difficulties. The Tenant testified that she did not request that any showing be cancelled or rescheduled.
5. The Tenant also testified that she believed the Landlord was attempting to pressure her into leaving the rental unit because the property would be easier to sell if vacant. In support of this allegation, the Tenant relied upon various emails in which the Landlord discussed selling the property and the challenges associated with maintaining the tenancy while the property remained on the market.

Landlord's Evidence

6. The Landlord testified that he decided to list the rental unit for sale because of his age, declining health, and desire to retire from property management. He testified that he was no longer able to perform many maintenance tasks himself and wished to reduce the responsibilities associated with being a landlord. The Landlord denied that the property was listed for sale for the purpose of forcing the Tenant to vacate the rental unit.
7. The Landlord testified that he retained real estate agent to handle the listing and showing process and that he was not personally involved in scheduling showings or issuing notices of entry.
8. The Landlord also testified that he offered accommodations to the Tenant during the sale process, including the opportunity to communicate concerns regarding showings through the realtor.

Tony Cogi

9. The Landlord's real estate agent, Tony Cogi, testified at the hearing. He stated that he advised the Tenant that showings could be cancelled or rescheduled if particular dates or times posed difficulties. He further testified that, although the Tenant occasionally expressed concerns regarding the timing of certain showings, she never requested that a showing be cancelled or rescheduled.
10. He also testified that all showings were arranged for legitimate real estate purposes and that he did not bring family members or friends to the property under the guise of prospective purchasers. Rather, he testified that the individuals he brought to the property were prospective purchasers or persons who had expressed an interest in the property.
11. With respect to the Tenant's health concerns, TC testified that he attempted to accommodate the Tenant's request that visitors wear masks by posting signage and making masks available to prospective purchasers.
12. He further testified that two offers to purchase the property were received but neither transaction proceeded because vacant possession could not be guaranteed.

Analysis

13. Section 27(2) of the Residential Tenancies Act, 2006 (the 'Act') provides that a real estate agent may enter a rental unit in accordance with written notice given to the tenant at least 24 hours before the time of entry to allow a potential purchaser to view the rental unit.
14. The Tenant does not allege that the entries were illegal. Rather, the Tenant argues that the frequency of the entries, together with the Landlord's motives for selling the property, substantially interfered with her reasonable enjoyment of the rental unit.
15. I have reviewed the cases relied upon by the Tenant, including *CET-64293-17*, *TNT-07149-18*, *CET-13651-11*, *CET-77573-18*, and *TET-69036-16*. In my view, those cases are distinguishable from the current application. Unlike the present application, those decisions involved findings that some entries did not comply with the Act, entries undertaken for improper purposes, or other circumstances beyond the mere frequency of showings.
16. I am not satisfied that the Landlord listed the property for sale for the purpose of harassing the Tenant or forcing her to vacate the rental unit. I find the Landlord's evidence regarding his reasons for selling the property to be credible. His evidence was generally consistent with the testimony of the real estate agent. The fact that the property was ultimately not sold does not detract from the genuineness of the Landlord's intention to market the property for sale.
17. There is no doubt that the relationship between the parties is acrimonious. The Tenant testified regarding historical rent increases and other disputes that occurred over the course of the tenancy. While those issues provide context regarding the parties' relationship, they are not issues before me in this application. I accept the Landlord's evidence that he no longer wishes to be a landlord and genuinely wishes to sell the rental unit, including having previously offered to sell it to the Tenant.
18. The Landlord acknowledged that the number of showings was significant but testified that the volume of showings reflected the realities of attempting to sell a residential property. I accept this evidence.
19. However, inconvenience alone is not sufficient to establish a breach of the Act. The issue is whether the Landlord's conduct amounted to substantial interference with the Tenant's reasonable enjoyment of the rental unit. While the volume of showings was significant, the evidence establishes that they were conducted for the legitimate purpose of marketing the property for sale.
20. The Tenant remained in possession of the rental unit throughout the listing period, received proper notice of the entries, and did not request that any showing be cancelled or rescheduled. In these circumstances, I am not satisfied that the Landlord's conduct rose to the level of substantial interference, harassment, or coercion contemplated by sections 22 or 23 of the Act.
21. I do accept the Board's reasoning in *TST-94251-18* that a landlord has a duty to minimize the impact that showings have on a tenant.

22. I do accept the Board's reasoning in *TST-94251-18* that a landlord has a duty to minimize the impact that showings have on a tenant. In this regard, I find the testimony of TC to be persuasive. I accept that he advised the Tenant that showings could be cancelled or rescheduled if particular dates or times posed difficulties. He further testified that, although the Tenant occasionally expressed concerns regarding the timing of certain showings, she never requested that a showing be cancelled or rescheduled. I accept this evidence.
23. TC also testified that all showings were arranged for legitimate real estate purposes and that he did not bring family members or friends to the property under the guise of prospective purchasers. Rather, he testified that the individuals he brought to the property were prospective purchasers or persons who had expressed an interest in the property.
24. I accept this evidence. While the Tenant may have believed some visitors were not genuine prospective purchasers, there is insufficient evidence before me to support that conclusion.
25. With respect to the Tenant's health concerns, TC testified that he attempted to accommodate the Tenant's request that visitors wear masks by posting signage and making masks available to prospective purchasers. This supports a finding that reasonable efforts were made to address the Tenant's concerns during the showing process.
26. I accept that the volume of showings caused inconvenience to the Tenant. The Tenant testified that she was required to keep the rental unit in a condition suitable for showings, alter family plans on some occasions, and accommodate prospective purchasers entering the rental unit.
27. Having considered the evidence in its totality, I find that TC's testimony supports the Landlord's evidence regarding the purpose of the entries, the manner in which the showings were conducted, and the efforts made to accommodate the Tenant's concerns. His evidence does not support the Tenant's allegation that the showing process was being used as a means of harassment or to improperly pressure the Tenant to vacate the rental unit. Therefore, this portion of the Tenant's claim is dismissed.

Maintenance Concerns

28. The Tenant alleges that the Landlord failed to maintain the rental complex due to issues relating to the placement of a downspout and the condition of the eavestrough system.
29. The Tenant testified that the Landlord replaced an existing downspout with a longer extension that projected into an area regularly used by the Tenant and her family. The Tenant stated that the downspout reduced the available walking space, interfered with access to portions of the property, and created difficulties when mowing the lawn, shovelling snow, and moving about the yard. The Tenant further testified that water discharged from the downspout contributed to ice accumulation during the winter months and that she eventually slipped and fell on ice in the vicinity of the downspout.
30. The Tenant also testified that she repeatedly complained to the Landlord about the placement of the downspout and warned that it constituted a tripping hazard. According to the Tenant, she ultimately modified the downspout herself after obtaining the Landlord's permission.

31. With respect to the eavestroughs, the Tenant testified that they were not properly maintained and that water routinely overflowed during rainfall. The Tenant stated that overflowing water created puddles, contributed to icy conditions during the winter, and interfered with her ability to use portions of the property. The Tenant relied primarily on photographs depicting water accumulation, ice formation, and portions of the eavestrough system.
32. The Landlord acknowledged that the downspout was installed in the manner shown in the photographs. However, he testified that its placement resulted from directions provided by municipal authorities. The Landlord further testified that he responded to maintenance concerns raised by the Tenant and arranged for repairs when issues were brought to his attention.

Analysis

33. I accept that the Tenant genuinely believed the downspout and eavestroughs created inconvenience and, at times, safety concerns. I also accept that the photographs demonstrate that water runoff and ice accumulation occurred on portions of the property. However, the issue before me is not whether the Tenant would have preferred a different configuration, but whether the Landlord breached his maintenance obligations under section 20 of the Act.
34. I am not satisfied that the Tenant has established such a breach on a balance of probabilities. The photographs were largely undated and provides limited assistance in determining the duration, severity, or frequency of the alleged problems.
35. I find the evidence before me does not establish that the downspout rendered any portion of the rental complex unusable, nor does it establish that the eavestrough system was in such a state of disrepair that the Landlord failed to meet the maintenance obligations imposed by section 20 of the Act. While the Tenant clearly experienced inconvenience and frustration, I am not satisfied on a balance of probabilities that the Landlord breached the Act. Accordingly, this portion of the application is dismissed.

It is ordered that:

1. The application is dismissed.

June 05, 2026
Date Issued

Bryan Delorenzi
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.