



Order under Section 31 Residential Tenancies Act, 2006

Citation: Fox v Kasoon, 2026 ONLTB 42832

Date: 2026-06-15

File Number: LTB-T-009331-25

In the matter of: 176 KING ST E
BOLTON ON L7E3H8

Between: Susan Fox Tenants
Adam Fox

And

Nita Kasoon Landlords
Chandradatt ("Mike") Kisoorn

Susan Fox and Adam Fox (the 'Tenants') applied for an order determining that Nita Kasoon and Chandradatt "Mike" Kisoorn (the 'Landlords'):

- Entered the rental unit illegally on November 4, 2024 by failing to give 24 hours' notice.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on May 26, 2026.

The Landlords and the Tenants attended the hearing. The Landlord's representative, Sathiyapriya Kalaimathian also attended the hearing.

Determinations:

1. As explained below, the Tenants have not proved the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Factual Background

2. The tenancy began on May 13, 2023 and ended February 28, 2025 when the Tenants moved out of the rental unit.

3. The rental unit is a two-storey single family dwelling with a backyard situated on a corner lot in the City of Caledon, ON.
4. The lawful rent was \$3,100.00/ month.

T2 – Illegal Entry

5. The Tenant Susan Fox (SF) testified that she noticed the heat stopped working on October 30, 2024 and emailed the Landlord's representative, who informed the Landlord.
6. On November 4, 2024, the Landlord Mike Kisoon (MK) sent an email to the Tenants at 1:38 p.m., saying that he would attend the rental unit at 6:00 p.m. that night because he considered the request from the Tenants was urgent (DOC-802980).
7. When both Landlords attended the rental unit, Tenant Adam Fox (AF) spoke to them at the door, closed the door, and informed his wife that the Landlords were there to check the heat.
8. The Landlords testified that AF let them in, but SF testified that AF did not let them in and that they let themselves in, and in her words, this constitutes an illegal entry.
9. Since the Tenants had alerted the Landlords to an issue with the heat, I find it unlikely that they would deny them entry in that moment when they were aware they were there to investigate the problem. I therefore find the Tenants consented to the entry at the time.
10. The Tenants testified that then the Landlords attempted to go upstairs to do a home inspection and the Tenants protested, so the Landlords checked the thermostat, which was located on the stairs and noted that it read 22C.
11. Both parties agree the Landlords were refused entry to check the radiators upstairs.
12. The Landlords being satisfied that the thermostat was working and read 22C, departed.

Application of the Law

13. Section 26 of the *Residential Tenancies Act, 2006*, states:

(1) A landlord may enter a rental unit at any time without written notice,

(a) in cases of emergency; or

(b) if the tenant consents to the entry at the time of entry.

14. I find that in this case, both (a) and (b) were true in this case: The Landlord had been summoned to the property by the Tenant in her email of October 30, 2024. The issue of heat is a vital service and is urgent and so he provided 5.5 hours' notice of his entry on November 4, 2024 even though it was not necessarily required in the circumstances.

15. Nevertheless, if this was not sufficient to meet the 24 hour notice period in section 27(1)(5), I find that the Tenant AF consented to the Landlords' entry to investigate the heat issue.
16. The Tenants' refusal to allow the Landlord to investigate further whether the radiators were working upstairs resulted in a brief investigation of the thermostat, and the Landlords being satisfied that it was working, immediately departed.
17. Therefore, I do not find on a balance of probabilities that the Tenants have proven the Landlords entered the premises illegally.
18. This ground of the application shall be dismissed.

T2 – Substantial Interference – Fence

19. The Tenants allege that the Landlords failed to maintain the fence in their yard from July 28, 2023-December 2024 and that this failure substantially interfered with their reasonable enjoyment of the rental unit. The Tenants were evicted before the fence was completed in August 2025.
20. Such an application is better brought forward under s. 20 of the Act as it relates to the Landlord's maintenance obligations.
21. The test for a complaint of substantial interference is whether the Landlords took reasonable steps to investigate the problem.

Tenants' Evidence

22. Tenant SF testified that her family had decided to rent this unit because it had a 12 ft fence around the yard that could protect her daughter. The yard abutted a ravine and perpendicular to the ravine was a bridge.
23. On July 28, 2023, the fence was taken down as part of City construction on the bridge.
24. A temporary orange fence measuring 3-4 ft high was installed.
25. The Tenants testified that it was insufficient and people traversed their backyard and stole items off their deck.
26. The Tenants could not recall when they told the Landlord that they were dissatisfied with the temporary fence, but informed him that items had been stolen from their yard.

Landlord's Evidence

27. Landlord MK testified that he was in contact with Gerry Tan, a project manager from the City of Caledon, for the entire duration of the construction.
28. He testified that he thought he had control of the situation, even though surveyors, developers, engineers and city officials were making the decisions.

29. He testified that before he could replace the fence, he had to get a survey done first, then dig posts and it was difficult to coordinate everyone. There was also a dispute with the city about the property line, so a second survey had to be completed.
30. In August 2024 fence posts were installed.
31. Then construction stopped for the winter.
32. The Landlords testified that they were in constant communication with the Tenants until the Tenants stopped communicating with them. There was an outstanding arrears issue that poisoned the relationship, and ultimately led to the Tenants being evicted in February 28, 2025.

Application of the Law – Substantial Interference

33. Section 22 of the Act states that “A landlord shall not at any time during a tenant’s occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.”
34. Interference has to rise to a “substantial” level, and not be passing, transient or trifling.
35. The Divisional Court in *Hassan v. Niagara Housing Authority* [2000] O.J. 5650 (hereinafter “*Hassan*”) affirmed that a landlord has a positive obligation to take reasonably necessary actions to ensure that all tenants can reasonably enjoy the rental premises:

“It is not that the other tenant's actions are imputed to the landlord, but, rather, the landlord's legal responsibility to provide the tenant with quiet enjoyment that gives rise to the responsibility on the landlord to take reasonable steps to correct the intrusion ... on the tenant's right to quiet enjoyment.”
36. I find that there is no evidence the Tenants informed the Landlord that they were dissatisfied with the state of the fence. I accept the Landlord’s evidence that he sent at least 4 emails about the fence being repaired, or whether construction workers would be on the property. In order for a landlord to investigate a problem, they need to be aware the problem exists. From the Landlord’s perspective, he was working with city officials to get the fence done as soon as possible.
37. In addition, I find that the Landlord actually had little control to take any reasonable steps to secure the Tenants’ yard.
38. A construction project on the scale described would have significant timelines, delays, and interruptions as evidenced by the piecemeal approach to re-erecting the fence: a year went by between putting fence posts in the ground in August 2024 and re-erecting the fence in August 2025.

39. I find it unlikely that the Landlord had as much control as he thought he did over the situation.
40. I find there was very little he could do to satisfy the Tenants' desire to repair the fence while ongoing construction was taking place nearby. It was an unfortunate situation.
41. Therefore, I find that he did not substantially interfere in the Tenants' reasonable enjoyment of the rental unit, and made efforts to remain in contact about the evolution of the project until contact was refused.
42. Therefore, I find that the Tenants did not prove the allegation of substantial interference on a balance of probabilities and the application shall be dismissed.

It is ordered that:

1. The application is dismissed.

June 15, 2026
Date Issued

Vanessa Davies
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.