



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-028431-24

In the matter of: B, 982 1st Ave W
Owen Sound ON N4K4K5

Between: Gordon Kurt Mcknight Tenant

And

CDG Realty Inc. Landlord

Gordon Kurt Mcknight (the 'Tenant') applied for an order determining that CDG Realty Inc. (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.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

On December 22, 2025, interim order LTB-T-028431-24 was issued that narrows the issues on the T2 application.

On March 5, 2026, I issued an endorsement informing the parties the interim order issued on December 22, 2025, remains in effect

The Landlord's Agent Cliff Wang, the Landlord's Representative, Jason Todoroff and the Tenant attended the hearing.

Preliminary Issues:

1. The application has been reassigned to me on the Associate Chair's own initiative under the authority of subsection 4.4(1) of the Statutory Powers Procedure Act since the original member who started the hearing on March 18, 2025, is on leave. As the reassigned adjudicator, I have in accordance with the authority of subsection 4.4(6) of the Statutory Powers Procedure Act elected to hear the application de novo.

Bias:

2. The Tenant raised the apprehension of bias because a member of the LTB, acted as a representative for the Landlord in the past and he argued there's institutional biased. I disagree. Merely knowing a colleague who performs similar work and sits on the same Board doesn't meet the Tenant's onus to establish that I can not be impartial.

3. To establish a reasonable apprehension of bias, the Tenant must satisfy me that a reasonable person, with knowledge of the relevant circumstances, would have a reasonable apprehension of bias. The apprehension of bias test involves two objective elements: (see *R. v. Bertram* [1989] OJ No. 2123 (Ont. HCJ), per Watt J.): First, that the person by whom bias is apprehended must be a reasonable person, invested with full knowledge of the circumstances said to give rise to bias; and second the *apprehension* of bias, itself, must be reasonable and not far-fetched or the product of an overly sensitive mind.
4. In the Court decision, *Terceira v. Labourers International Union of North America*, 2014 ONCA 839 (CanLII), there was an allegation of bias against the Vice Chair of the Ontario Labour Board since he had previously acted for one of the parties appearing before the Board. Although the circumstances are different, the takeaway from this decision is that the court sets the bar quite high for a party to establish bias. There's a reverse onus, to show otherwise on the party claiming bias since it is presumed that the adjudicator is impartial (see paragraph 27 and 32 of the decision). The test is that a reasonable and informed person would conclude that I have an interest in the outcome of the hearing which was not established in this case.
5. I denied the Tenant's request to recuse myself. Accepting the Tenant's position would effectively prevent any member from conducting a hearing of the Tenant's application because of a professional association with another member of the LTB. As stated, it was at the hearing that the Tenant informed me that the person referenced in the T2 application is the same person who is a Member of the LTB. I have not spoken to the LTB Member about this case and my contact with this Member is infrequent. I last spoke to her well over a year ago. As I informed the Tenant at the hearing, I have no knowledge about his case other than the information on the T2 application itself and I am not satisfied, a reasonable person will conclude that there is a reasonable apprehension of bias.

Determinations:

6. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed
7. The Tenant placed a camera in the common areas of the kitchen on April 9, 2023, after he discovered mold in his margarine container and a cheese string missing. The Tenant claims the camera was illegally first from another tenant and then by the Landlord on April 11 or 12, 2023 on, before or after police were called. The Tenant testified his data card from his camera was also stolen which contained personal information and he also accuses the Landlord of giving it to police. The Tenant also claims the Landlord falsely complained to police and the Landlord is responsible for damaging his camera. The Tenant also referred to an email from the Landlord's representative dated April 12, 2023, which he did not welcome.
8. The Tenant has not established 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. I also find there was not enough evidence to establish that the Landlord or Landlord's Agent harass, obstruct, coerce, threaten or interfere with the Tenant.

9. The Tenant still has the camera and therefore I cannot find the camera was stolen by the Landlord or another tenant. The Tenant reported that the problem tenant returned it after he called police.
10. The Tenant did not witness the Landlord removing the data card from the camera and the Landlord testified he did not take the Tenant's data card in the camera. As such, I do not find there's enough evidence to establish the Landlord stole the Tenant's property.
11. The Tenant is upset about an email dated April 12, 2023, from the Landlord's legal representative (now an LTB Member) that requests the Tenant remove the camera claiming a video recording is an illegal act under the section 184(1) of the criminal codes. The Tenant perceives this as harassment because he switched off the audio recording on the video device. The Tenant also believes the Landlord's Representative sent the email to cause fear and as a means of forcing him to remove his camera from the kitchen to force the Landlord will. I find the Tenant has not established the Landlord has substantially interfered with his reasonable enjoyment of the rental unit or that his representative's email is harassment. The Landlord must balance the rights of all tenants living in the rental unit and in this case the email was in response to a complaint from another tenant, occupying a room in the complex. I do not find that the email was inappropriate, under the circumstances. Although the complaint concerns the Tenant's video recording, whether the video was also recording the audio was within the knowledge and control of the Tenant operating the device without the Landlord's consent. Even if the Landlord's representative inaccurately misinterpreted the criminal code, the Tenant was aware of the limited significance or legal effect, and I do not find its content amounts to interference that reaches the threshold of substantial or harassment under the Act.
12. The Tenant testified he received permission from the former landlord to install a camera in the kitchen in 2021 when his food also went missing back during the Covid pandemic. There was no evidence that the camera has been in the kitchen for three years. Also, although the predecessor landlord may have allowed a camera in the kitchen at one time, does not established that the Tenant has the right to reinstall a camera almost three years later. The Tenant did not establish that the Landlord gave consent that permitted him to install his own devices in the common area of the kitchen.
13. The Landlord has an obligation to address the concerns of their tenants and can be found to have substantially interfered with a tenant's reasonable enjoyment if they failed to reasonably respond to their concerns. The Tenant admits he did not report the food theft to the Landlord before installing the camera on April 9, 2023, therefore the Landlord was not given an opportunity to address the Tenant's complaint. Since the Tenant took matters into his own hands by installing his own camera, this is another reason why I find the Landlord has not substantially interfere with the Tenant's rights.
14. The kitchen is a common area of the residential complex the Tenant shares with other tenants. Although the Landlord may have other cameras on the property, he doesn't have a camera in the kitchen because a kitchen shared by multiple tenants is an area where privacy concerns are heightened which is the case here.
15. The Landlord was present when police attended on or around April 11 or 12, 2023 when the Tenant called police again. The Landlord spoke to the police when they were

investigating. There was no specific evidence that would support the Landlord provided false and misleading information about the Tenant nor was there evidence that police intervention caused any consequence to the Tenant because of what the Landlord may have shared with police about his knowledge of the incident between the Tenant and other tenant.

16. There was no evidence led by the Tenant about an incident that occurred on June 5, 2023.

17. For these reasons, the T2 application is dismissed.

It is ordered that:

1. The application is dismissed.

June 15, 2026
Date Issued

Sandra Macchione
Vice Chair, 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.