



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-005349-25

In the matter of: 35 TOBERMORY DR
NORTH YORK ON M3N2R6

Between: Richard Campbell Tenant

And

Sterling Karamar Property Management Landlord

Richard Campbell (the 'Tenant') applied for an order determining that Sterling Karamar Property Management (the 'Landlord'):

- entered the rental 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.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on May 13, 2026.

The Landlord's Representative, Sean Beard, the Landlord's Agent, Sean Yu, the Tenant, the Tenant's support person, Debra Leclair, and the Tenant's witness, Michael Leclair, attended the hearing.

The Tenant indicated that their application omitted the unit number. They requested an amendment to have the address corrected to: Unit 1105 – 35 Tobermory Drive, North York, ON M3N 2R6. There was no objection to the Tenant's request and I find it appropriate to amend the application.

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

Illegal Entry

2. The Tenant alleges that the Landlord illegally entered their unit on December 6, 2024, January 5, 2025, and January 8, 2025. The Tenant testified that he believes the Landlord entered his unit illegally because on each of these days, he was sure that he locked the

door to his rental unit but when he returned, the door was unlocked. The Tenant states that the Landlord is the only person with another set of keys and that on this basis, they must have been the one that entered his unit. The Tenant testified that after the incident on January 5, 2025, he started to record himself locking the door. He states that on January 8, 2025, he found his door unlocked again after he was certain he had locked it. The Tenant states that on another day shortly after he finished recording himself locking the door, the property manager's wife exited the elevator towards his unit, appeared startled by his presence and went back into the elevator. The Tenant states that he believes she was there to unlock his door and upon seeing him in the hallway, she retreated into the elevator.

3. Under cross-examination, the Tenant acknowledges that he does not have proof of this aside from the fact that the Landlord is the only one to possess an extra set of keys, therefore, it must be them. The Tenant stated that his family also has a set of keys, but they live far away, and it couldn't have been them. The Tenant stated that no items were missing from his unit, it was simply that his door was being unlocked. There was no investigation by the police.
4. I can understand the concern from the Tenant that he is finding his unit door unlocked, however, I am not satisfied on a balance of probabilities that the Landlord is the one who unlocked the Tenant's door. The evidence before me is circumstantial and fails to meet the standard of proof. Therefore, I find that the Landlord did not enter the rental unit illegally.

Substantial interference and Harassment

5. The Tenant alleges that an individual who is not a Tenant at the building is intentionally damaging the Tenants vehicle on a regular basis. The Tenant states that this individual is from a rental building that he formerly resided in many years ago. The Tenant states that they have tried to contact the police numerous times, in addition to the Landlord, however, nobody is assisting him with the investigation. The foundation of the Tenant's allegations is that the Landlord has failed to assist them in their investigation by failing to provide CCTV footage, so that they can then provide it to the police. The Tenant describes the damages as surface damages such as "scratches, glue marks, flat tire".
6. The Tenant states that they contacted the police on October 26, 2024, after seeing the individual they believe was damaging their car in the underground parking lot where the Tenant's car is parked. The police attended on November 9, 2024, and the CCTV footage from October 26, 2024, was already deleted. The Tenant was advised that they should contact the Landlord as soon as possible with the date and time of the incident and provide the Landlord with a USB drive so they can save the video for the Tenant.
7. Under cross-examination, the Tenant confirmed that:
 - He was originally in an outdoor parking spot but was moved to an underground parking spot alleviate the issues.
 - He was advised to provide the Landlord with a USB drive, along with the date and time of the incident, but he did not provide one because he had no trust in giving it to the property manager because of the way he treated him

8. The Landlord's Agent testified that they have moved the Tenant's vehicle on more than one occasion to alleviate the problems he is having. Such as moving the car into underground parking from outside and placing the car directly in front of a CCTV camera. The Landlord's Agent states that it is company policy to first obtain a police report prior to providing video to the police. They stated that there is no record of a request for recordings connected to this rental unit. They offered the Tenant the opportunity to obtain the CCTV footage by providing his own USB drive, however, there was no follow-up from the Tenant.

Analysis

9. The issue before me is whether the Landlord took reasonable steps to resolve an issue the Tenant was having with a third-party who is not a tenant of the Landlord.
10. Guideline 6 states:

Landlords have a positive obligation to provide quiet enjoyment and take reasonable action to address another tenant's conduct that disturbs the complaining tenant. If the landlord fails to reasonably respond to the complaints, the Landlord may be in breach of s. 22 of the Act. While the Landlord in such a situation is not directly responsible for the actions of the offending tenant, the landlord's responsibility is linked to a failure to take reasonably necessary actions to ensure that the complaining tenants could reasonably enjoy the premises. *Hassan v. Niagara Housing Authority*, [2000] O.J. No. 5650 (On. Div. Ct.), *First Ontario Realty Corp. v. Appelrouth* [2012] O.J. No. 3639 (Ont. Div. Ct.).

11. Section 22 of the Act states:

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. 2006, c. 17, s. 22.

12. Section 23 of the Act states:

A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant. 2006, c. 17, s. 23.

13. As stated in Guideline 6, the Landlord only has so much control over the conduct of another tenant. In the case before me, the individual being complained of is not even a tenant, therefore, the Landlord is further limited in the actions that they can take to resolve the Tenant's concerns.
14. Although it did not resolve the issue the Tenant was experiencing, the evidence before me is that the Landlord took reasonable action to address the issues. The Landlord tried to move the Tenant's vehicle to somewhere that the Tenant felt more comfortable having it, as well as offering to provide the Tenant with the CCTV footage if they supplied a USB drive. I have heard no evidence that would amount to "harassment". The Tenant has failed to prove their application on a balance of probabilities.
15. Therefore, I find that the Landlord did not substantially interfere with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their

household and I find that the Landlord did not harass, obstruct, coerce, threaten or interfere with the Tenant.

It is ordered that:

1. The Tenant's application is dismissed.

June 26, 2026
Date Issued

Chris Hall
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.