



Order under Section 31 Residential Tenancies Act, 2006

Citation: Chant v Kler, 2026 ONLTB 50000

Date: 2026-06-30

File Number: LTB-T-073165-23

In the matter of: 9, 90 ALDERSON DR
Cambridge ON N3C0E4

Between: Mackenzie Chant Tenant

And

Ravinderpal Singh Kler Landlord

Mackenzie Chant (the 'Tenant') applied for an order determining that Ravinderpal Singh Kler (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 December 3, 2025 and May 25, 2026.

The Landlord, the Landlord's legal representative, Joss Covenoho ('JC'), the Landlord's witness, Anmol Kler ('AK'), and the Tenant attended the hearing on both hearing dates.

Determinations:

Preliminary Issues

1. At the outset of the hearing, JC raised two preliminary issues.
2. JC first submitted that the LTB cannot adjudicate the Tenant's allegations about illegal entry because the Tenant had moved out did not file supporting documentary evidence relative to this allegation. Whether the Tenant has moved out of the unit is not relevant to whether the LTB can adjudicate an allegation about illegal entry that is alleged to have occurred during the tenancy. Further, an allegation cannot be dismissed on a preliminary basis only because of a lack of documentary evidence. The Tenant is still entitled to present *viva voce* evidence to try to prove her allegation.

3. JC also submitted that the Tenant has not claimed any “legal remedies”. JC said that the rent abatement and administrative fine sought by the Tenant are not applicable because the Tenant has moved out. This is not correct. These remedies are available relative to allegations made in a properly filed application, provided that the alleged offensive conduct occurred during the tenancy: ss. 29(1)3/4 & 31(1), *Residential Tenancies Act, 2006*.
4. The application includes allegations about the Landlord’s failure to clear ice and/or snow in the winter in the residential complex, causing her child to slip and fall, and the parties gave evidence relative to this issue. Although substantial interference with reasonable enjoyment is a broad and general claim, where there is another more specific and applicable provision of the Act relative to a specific issue, that issue should be addressed pursuant to that specific and applicable provision: *CET-68554-17-RV (Re)*, 2017 CanLII 93918 (ON LTB), paras 19-20.
5. Clearing snow and ice is a maintenance issue covered by section 20 of the *Residential Tenancies Act, 2006* (the ‘Act’). That section of the Act requires landlords to maintain rental units and residential complexes in a state of good repair, fit for habitation, and in compliance with health, safety, housing, and maintenance standards (which would include, for example, local snow removal by-laws). This is a specific and applicable provision relative to snow and ice removal, and this issue ought to therefore be addressed on a T6 application under ss. 29(1)1 of the Act. There is no T6 application before me, and the T2 application is dismissed as it relates to the snow and ice removal allegations for this reason.

Merits of the Application

6. This is the Tenant’s application, so she bears the burden of proof on a balance of probabilities. To prove something on a balance of probabilities, one must present sufficient clear, convincing, and cogent evidence to establish it is more likely than not that something happened or a fact is true: *FH v. McDougall*, 2008 SCC 53, paras 44-46.
7. The rental unit is a basement unit in a detached home. At the relevant time, the Landlord lives in the upstairs portion of the home with his spouse, Nina Kler (‘NK’) and his daughter, AK.
8. The relationship between the Landlord, NK, AK and the Tenant was initially cordial at the outset of the tenancy in December 2022. AK and the Tenant also spent time together socially, but the relationship between the parties later deteriorated, and conflict arose.

Illegal Entry

9. The Tenant said that on September 3, 2023, the Landlord’s daughter, AK, entered the rental unit without notice to return keys to the Tenant’s roommate, Samantha Lahey (‘SL’). The Tenant said that AK had SL’s keys because the Landlord’s guest had parked in the Tenant’s parking space, and SL had asked them to move the car. AK asked SL for her keys and said she would move the car for her once the Landlord’s guests left.
10. The Tenant was not present in the unit at the time, but said there was no notice of entry given, it was not an emergency, and no consent was provided at the time of entry. The

next day, the Tenant said that she had a conversation with the Landlord, NK, and AK, where the Landlord, NK, and AK said that AK had seen SL smoking cannabis in the unit. The Tenant wondered how AK would have seen this since no notice of entry or consent to enter was given to AK.

11. The Tenant also said that SL was not smoking cannabis at the time, and was in the shower. She also said that SL did not permit AK to enter the unit at the time.
12. I note that the Tenant's evidence relative to this issue is hearsay, except for her evidence that she did not give consent to the entry at the time and did not receive a notice of entry. There is no dispute that there was not an emergency warranting entry at the time.
13. The hearsay evidence is given limited weight. SL was not present to give evidence, and there was no explanation as to why SL could not have been called as a witness. I am therefore not satisfied that there was no other way to present this evidence to the LTB, aside from through hearsay evidence. I am therefore not satisfied that the hearsay evidence satisfies the principle of necessity. I also do not find that it satisfies the principle of reliability, because I am not satisfied that there is no concern about the truth of the evidence because of the circumstances in which SL gave this information to the Tenant: *Manikam v. Toronto Community Housing Corporation*, 2019 ONSC 2083 (CanLII), paras 29-31.
14. I do not doubt that this is what SL told the Tenant, but the veracity of SL's statements cannot be assessed through her own *viva voce* evidence, and could not be tested on cross-examination, which is why the hearsay evidence is given limited weight.
15. AK said that there is an interior staircase between the upper and lower units. She said that she knocked from upstairs, and someone yelled to come down. AK said she went downstairs, and SL's sister was there. AK said she gave the keys to SL's sister, and went back upstairs.
16. I prefer AK's direct evidence on this issue over the Tenant's hearsay evidence. I accept that AK entered in accordance with verbal permission from a person who was permitted in the unit by SL at the time of entry, returned SL's keys, and left.
17. The Tenant did not present sufficient clear, convincing, and cogent evidence to prove it is more likely than not that AK entered the unit in contravention of ss. 26-27 of the Act.

Substantial Interference with Reasonable Enjoyment & Harassment

18. To prove that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit or residential complex, the Tenant must establish that the Landlord did something, or failed to do something, that interfered with the Tenant's reasonable enjoyment in a *substantial* way. Conduct by a landlord that amounts to a mere annoyance or trivial incident will not normally amount to a breach of the Act. The enjoyment protected by s. 22 of the Act is qualified by the word *reasonable*. This means that the standard to be applied is an objective one. Even if some conduct, or lack thereof, is particularly annoying to the particular tenant before the LTB, the LTB must consider whether that conduct or lack thereof would amount to a *substantial* interference with enjoyment on the objective

standard of the reasonable tenant in similar circumstances: s. 22, *Residential Tenancies Act, 2006*; *TST-55210-14*, 2014 CanLII 58631 (ON LTB), para 32.

19. Section 22 of the Act refers to the conduct of the Landlord, and not about the behaviour of others in the residential complex. However, a landlord can be held liable for the conduct of others if they fail to respond reasonably to address complaints about such conduct: *TST-55210-14*, 2014 CanLII 58631 (ON LTB), para 30.
20. For the Tenant to prove that the Landlord harassed her, she must establish that the Landlord engaged in a course of *vexatious* comment or conduct toward the Tenant that the Landlord knew or ought to have known to be unwelcome: *Ronan v. Singh*, 2023 ONLTB 13936 (CanLII), para 24. For comment or conduct to be vexatious, it must be pursued for no lawful or legitimate purpose. As an example, even if a tenant were in arrears of rent, the landlord would know, or ought to know, that issuance of a notice of termination of tenancy for rental arrears would be conduct that would be unwelcome by the tenant. This conduct, however, would not be vexatious because it would be conduct engaged in for a lawful, legitimate purpose (in accordance with the landlord's rights under s. 59 of the Act).
21. The Tenant said that on December 8, 2022 at 5:30 a.m. and on December 19, 2022 at 12:47 a.m., she sent text messages to AK asking her to be quiet. She said that she made further complaints to AK about AK, the Landlord, and/or their guests were being too loud on the following dates and times:
 1. January 5, 2023 (puppy barking);
 2. January 29, 2023 – 11:24 p.m.;
 3. February 25, 2023 – 4:54 a.m.;
 4. March 1, 2023 – 5:47 a.m.;
 5. March 31, 2023 – 5:14 a.m. The Tenant said AK's response was that she was playing with her dog;
 6. May 22, 2023 – 11:50 p.m.;
 7. July 15, 2023 – 6:40 p.m.;
 8. July 19, 2023 – 11:21 p.m. The Tenant said that AK replied to this text message, saying sorry and that she would stop, but said that she had to text message AK about noise again at 12:14 a.m. on July 20, 2023;
 9. July 26, 2023 – 11:07 p.m.;
 10. July 28, 2023 – 11:02 p.m.;
 11. July 30, 2023 – 11:21 p.m.;
 12. August 2, 2023 – 10:30 p.m.;
 13. August 16, 2023 – 12:15 a.m.;
 14. August 30, 2023 – 11:12 p.m.;

15. September 1, 2023 – no time identified

22. The Tenant's evidence about the noise complaints is problematic for several reasons. First, her evidence was that all of these complaints were made by text messages, but without reasonable explanation, none of the text messages at issue were presented as evidence. Further, although the Tenant claims there was excessive noise from the Landlord's unit at these times, there was no evidence to support this assertion, such as any audio recording to demonstrate the noise is excessive. There was also no specific description of the noise presented by the Tenant that would amount to cogent evidence that the noise was excessive.
23. In any multi-unit housing context, one must expect to hear some noise from other units, including normal sounds of everyday life. The times referred to above are generally late at night or very early in the morning, but there was not sufficient clear, convincing, and cogent evidence presented by the Tenant to prove that the noise at issue was excessive (i.e. loud music, yelling, or stomping), as opposed to sound generated by normal activities, like footsteps from walking in the unit.
24. Because the Tenant has not proven that there was excessive noise generated from the Landlord's unit that amounted to more than a mere annoyance on the standard of the reasonable tenant in similar circumstances, the application is dismissed relative to the noise complaint allegations.
25. The Tenant said that on February 1, 2023, police knocked on the unit door looking for someone with the same last name as the Landlord and AK. She said the Landlord and AK were home but did not answer the door for police. The Tenant said that the Landlord and AK then became upset with the Tenant for giving police their phone numbers.
26. On cross-examination a text message between the Tenant and AK after this happened was put to the Tenant. In the text message, AK wrote that police rang the doorbell, but went to knock on the rental unit door before she had a chance to answer the door. AK apologised for the incident, and the Tenant replied "It's okay" (DOC-2662738, p. 48).
27. Police knocking on the unit door looking for someone with the Landlord's last name would not, on its own, amount to anything more than a mere annoyance on the standard of the reasonable tenant in similar circumstances. This is consistent with the Tenant's reasonable response to AK's apology, referred to above.
28. There was not sufficient clear, convincing, and cogent evidence to establish that it is more likely than not that AK or the Landlord did or said anything inappropriate relative to the Tenant providing police with a phone number. Even if they were upset about this, the Landlord or AK simply being upset does not cross the threshold beyond a mere annoyance or trivial incident.
29. The Tenant said that on August 8, 2023 she sent a text message to AK to inform her that SL would be using the shared laundry facility (which is in the Landlord's unit). The Tenant said that carrying laundry baskets up the stairs was difficult for her because of a disability, so SL was assisting her with this task. The Tenant said that AK then wrote that SL is not permitted to use the laundry facilities, which the Tenant said interfered with SL's ability to assist the Tenant with this task.

30. The text messages referred to by the Tenant, without explanation, were not presented as evidence by the Tenant to support her oral evidence. AK said that she was never informed that the Tenant had a disability, and did not know the Tenant had a disability. The Tenant did not present cogent evidence to the contrary.
31. I am not satisfied on a balance of probabilities that the Landlord or AK knew or ought to have known that the Tenant suffered from a disability requiring accommodation relative to use of the laundry facilities, and I am not satisfied on a balance of probabilities that the Landlord or SL refused to allow SL to use the laundry facilities while she lived in the unit. The Tenant did not discharge her burden of proof relative to this allegation.
32. The Tenant said that occupants of the Landlord's unit parked in her parking space on September 2, 2023. The Tenant said that the parking space at issue is assigned to her in the tenancy agreement. The Tenant said that AK was confrontational with SL when SL asked AK not to park in the space.
33. The Landlord said that there was an Indian festival on this day, and he had 20-25 people over at the time. He said that SL came upstairs and insulted him after ringing the doorbell around 5:30-6:00 p.m. He said that SL demanded the parking space, and yelled and swore at him. The Landlord said he then asked AK to handle the situation. He said he then saw SL give AK her keys, and AK moved cars around to get SL's car parked on the driveway.
34. The Landlord also said the Tenant was out of town, and had given permission to use her parking space that day. AK said an N5 notice was issued to the Tenant because of SL's conduct.
35. As with the allegation about illegal entry, the Tenant's evidence can only be given limited weight because she was not present at the time, and her evidence is hearsay. I prefer the Landlord's direct evidence relative to this incident over the Tenant's hearsay evidence. I find it is more likely than not that SL spoke inappropriately to the Landlord relative to the parking issue, and AK then moved cars around so SL's car could be parked in the driveway.
36. Even if the Landlord did not have the Tenant's consent to use her parking space, this single incident of a guest parking there while the Tenant was away is not more than a mere annoyance or trivial incident, particularly when AK immediately addressed the issue by moving cars around.
37. The Tenant said that on September 4, 2023, AK sent her a text message stating that she needed to enter the unit to inspect the electrical box, however, AK then entered the unit with an unidentified man, and they just looked around the unit. AK said the man was her uncle, who accompanied her because she did not know how to address the issue. AK said all he did was flip a breaker, and they left. AK said the Tenant was not upset at the time. AK's evidence is supported by what is an ostensibly amicable text message exchange between AK and the Tenant on September 4, 2023 about this issue (DOC-2662738, p. 63).
38. I prefer AK's evidence over the Tenant's on this issue, because AK's evidence is consistent with the civil tone of the contemporaneous text message referred to above. The

Tenant has not proven that AK or her uncle did anything that would amount to a breach of the Act when she entered the unit on September 4, 2023.

39. The Tenant said that on September 5, 2023, AK text messaged her, demanding that the Tenant remove SL from the unit by September 12, 2023. This is supported by a text message chain between the Tenant and AK that was put to the Tenant on cross-examination (DOC-2662738, pp. 43-44). Notably, although there is discussion about SL preparing to move, and AK writes "Yup as long as she's out ... by September 12, 2013", in the same chain after these comments, there is a cordial conversation about AK starting school and the Tenant's children.
40. As noted above, AK's evidence was that an N5 notice had been given relative to SL's conduct days earlier. It appears that SL moving was to resolve issues identified in the N5.
41. Tenants are permitted to have guests and occupants in rental units, and tenants are responsible for the conduct of any occupant or guest they permit in the residential complex.
42. The Tenant did not present sufficient clear, convincing, and cogent evidence to prove that the comment made by AK would amount to a substantial interference with reasonable enjoyment or harassment. Although tenants are permitted to have occupants or roommates, there was not enough evidence about the surrounding facts and circumstances to determine that this was anything more than the parties agreeing that SL would move out after an N5 was given relative to her conduct.
43. On September 6, 2023, the Tenant said that AK asked her by text message if she had given a unit key to SL, and wrote that the Landlord would not "tolerate that shit". AK said the comment about not tolerating that shit" was about noise and disturbance being created by SL and her guests.
44. In the context, it makes sense that AK would ask if SL had a key, since SL planned to move out. Using curse words is not appropriate, but in the context of the relationship between AK and the Tenant, I do not find this to be more than a mere annoyance when that language was used a single time in reference to a disturbance by SL.
45. The Tenant's evidence was that on September 9, 2023, AK was yelling that "there is a whore in the basement". She said that AK sent her a text message shortly before this occurred demanding that the Tenant remove SL and her friend from the unit immediately, or the Landlord would take legal action for trespassing.
46. There was no corroborating evidence relative to the allegation about AK yelling about a "whore" in the basement. For example, there was no audio recording, and SL, who the Tenant said was present, was not at the hearing to give corroborating evidence about this.
47. A copy of the September 9, 2023 text message exchange was presented by AK (DOC-2662738, p. 66). It is accurate that AK wrote there is an unknown person in the basement, that she/the Landlord had said they did not want "her" at the unit and asked that the Tenant have the people in the unit leave or the Landlord would take legal action for trespassing. The Tenant was not home at the time, but wrote in response "Hey they're fine to be there, I don't have great service. But I know she's there with a friend". After this, there is no further reference to SL or SL's guest in the unit in the text chain.

48. It appears that once the Tenant said SL and SL's guest were in the unit with her knowledge and permission, AK did not demand any longer that the Tenant have them leave the unit immediately. There was no evidence of any further demand, or of any "legal action" relative to trespassing being taken.

49. I find that, in the context of all that was happening at the time, this was not more than a mere annoyance on the standard of the reasonable tenant in similar circumstances. This is because once the Tenant confirmed the people in the unit were there with her permission, no other statements were made or action taken relative to this issue.

50. For the foregoing reasons, the Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

June 30, 2026
Date Issued

Mark Melchers
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.