



Order under Section 31 Residential Tenancies Act, 2006

Citation: Kovacevic v Ranee Management, 2024 ONLTB 60701

Date: 2024-08-20

File Number: LTB-T-075214-22

In the matter of: 1011, 72 Gamble Avenue NE
Toronto, East York Ontario M4K2H1

Tenant

Between: Rava Kovacevic
Bo Kovacevic

And

Ranee Management

Landlord

Rava Kovacevic and Bo Kovacevic (the 'Tenant') applied for an order determining that Ranee Management (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 originally heard by the Board June 1, 2023. Unfortunately, the Member that heard the application was unable to issue an order. Accordingly the matter was heard, afresh, before me on June 24, 2024.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Ilana Glickman. The Tenant was represented by Dan McIntyre. The Tenant was assisted by her son Bo Kovacevic.

Determinations:

1. The Tenant's application alleges that the Landlord substantially interfered the Tenant's reasonable enjoyment of the rental unit.
2. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed. On August 20, 2019

Items on the doorstep

3. The Tenant's application alleges that since October 2018 a neighbouring tenant began leaving unusual substances on their doorstep.
4. On August 20, 2019, the Tenant found a vase of flowers and a pair of old shoes placed directly in front of her apartment door, blocking her entrance. The next day, the same shoes reappeared in front of their door, but without the flowers.

5. The Tenant reported the incident to the Landlord and requested to view the security footage. However, management informed them that only the police could access the security footage.
6. Following a third incident on August 22, 2019, where a heavy vase with flowers was left blocking her door, the Tenant called the police, who arrived and spoke to the neighbor in Unit 1018. The neighbor admitted to placing the items but claimed he did so because he believed the Tenant had put them at his door first.
7. The Tenant felt that management's response was insufficient and that their inaction contributed to their continued harassment and distress. The Tenant argued that management's refusal to review the security footage or take stronger action against the neighbor demonstrated a failure to ensure their reasonable enjoyment of the rental unit.
8. The Landlord argued that management did investigate the incidents they were aware of and believed the situation had been resolved, particularly after the neighbor in Unit 1018 admitted to moving the items. Management considered the matter closed based on this admission and the police's involvement.

Analysis

9. Section 22 of the *Residential Tenancies Act, 2006* (the 'Act') states that a landlord shall not at any time during a tenant's occupancy of a rental unit substantially interfere with the reasonable enjoyment of the rental unit or the residential complex for all usual purposes by a tenant or the tenant's household.
10. In some cases, a third party, such as another resident in the same building, does something that substantially interferes with the tenant's reasonable enjoyment. The landlord has an obligation to respond to a tenant's complaint about the conduct of another resident. The landlord may be found in breach of section 22 if it does not address the tenant's complaints in a reasonable manner.
11. A landlord cannot be held directly responsible for the actions of third parties which it does not control, such as construction noise coming from an adjacent property. The LTB can consider whether the landlord has taken reasonable steps to reduce the disruption caused by the third party: *First Ontario Realty Corp. v. Appelrouth* [2012] O.J. No. 3639 (Ont. Div. Ct.).
12. In this case, I find the Landlord is not responsible for the actions of another tenant. The items were placed at the Tenant's doorstep over a three-day period in August 2019. Once the police were called the actions of the other that had stopped. I agree with the Landlord that this matter was considered closed. There was no reason for the Landlord to intervene.
13. Further, it is not substantial interference because the Landlord did not turn over the security footage. It is their footage, and the Landlord is not obligated to turn it over on demand. It became unnecessary for the security footage to be disclosed because the tenant in unit 1018 acknowledged placing the items in front of the Tenant's doorstep.

14. I have considered the evidence before the Board. I find the Landlord the not responsible for the tenant in unit 1018 leaving strange items at the Tenant's door.

September 27, 2019

15. On September 27, 2019, the Tenant discovered a threatening message left at her door. The message was enclosed in an envelope and contained a note that stated, "You have cockroaches in your unit."
16. Regarding the specific incident of the threatening message on September 27, 2019, the Landlord's position was that they were informed about it, but the lack of concrete evidence or information beyond the tenants' report limited their ability to take further action.
17. The Landlord suggested that, given the ambiguity and the nature of the evidence, they could not conclusively determine who was responsible for leaving the message. As such, no significant actions, such as evicting the neighbor, were taken solely based on this incident.
18. Again, I agree with the Landlord. The Landlord has no control over the actions of its tenants. The Landlord's obligation is to investigate incidents and take appropriate action. In this case the Landlord did investigate and determined that there was insufficient evidence to conclude who left the not on the door.
19. In my view, the Landlord acted responsibility by conducting an investigation. The fact that the Tenant disagrees with the Landlord's conclusion does not amount to substantial interference.

November 1, 2019

20. On November 1, 2019, the Tenant's son Bo Kovacevic was assaulted in the elevator of the rental unit. He testified that the incident was captured on the building's security cameras.
21. The Landlord argues this incident was never brought to their attention. When asked during the hearing whether he reported this incident to the landlord or management, BK indicated that he believed he did, but he could not provide concrete evidence, such as an email or written complaint, to confirm that he had formally notified management.
22. Given the ambiguity around BK's testimony, I accept the Landlord's argument that this incident was never brought to the Landlord's testimony. In my view a landlord cannot respond to an incident it is not aware of. Therefore, there is no liability for the Landlord with regard to the incident November 1, 2019.

Disposition

23. I have considered the evidence presented at the hearing and find the Landlord did not substantially interfere with the Tenant's reasonable enjoyment of the rental unit. Accordingly, the Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

August 20, 2024
Date Issued

Bryan Delorenzi
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.