



Order under Section 31 Residential Tenancies Act, 2006

Citation: Smith v Redhill Tower, 2026 ONLTB 2301

Date: 2026-01-05

File Number: LTB-T-082531-22

In the matter of: 902, 355 Melvin Ave
Hamilton ON L8H2K9

Between: Tovah Smith Tenant

And

Redhill Tower Landlord

Tovah Smith (the 'Tenant') applied for an order determining that Redhill Tower (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.

This application was heard by videoconference on January 22, 2025 and concluded on December 11, 2025.

The Landlord's legal representative Joey Kay and the Tenant attended the hearing.

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
2. The Tenant moved into the rental unit on September 5, 2020 and moved out on December 31, 2022, the lawful rent was \$1,350.00.
3. The Tenant filed the T2 application with the LTB on January 30, 2022, alleging that 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 and that the Landlord harassed, obstructed, coerced, threatened or interfered with the Tenant.
4. Specifically, the Tenant alleges that the Landlord in the year of 2022 issued 13 inspection notices by their property manager, Stephen Dolan. That the entries were too frequent and that the repair(s) took too long to complete. The Tenant outlined the following times and dates of the notices as follow:

- January 12h 11:30am-5pm,
 - March 4 9am-5pm and March 9 3pm-5pm,
 - April 18 10am-11am,
 - May 12 10am
 - June 16 10am-2pm,
 - July 27 10am-5pm, August 16 9am-1pm, August 23 12pm-3:30pm, August 24 12pm-3:30pm,
 - November 23 9am-5pm, November 25 1pm-5pm.
5. The Tenant submitted that what she characterized as repeat inspections were very disruptive to her household as she was at home with her young toddlers, who were napping most of the time and for which she need to amend her schedules to entertain. That many of the inspections were carried out to disrupt the household and that preparations of the rental unit were required.

Landlord's evidence

6. The Landlord argued that the January 12, 2022 notice of entry was statue barred on the basis that this date was more than 12 months since the T2 application filing date.
7. Therefore, pursuant to s. 29(2) of the Act, the date of January 12, 2022, was excluded.
8. The entries for the dates of March 4, April 18, May 12 and June 16, 2022, were in connection to maintenance work that was reported to the Landlord by the Tenant in October 2021 and or for a routine inspection the Landlord submits that they are permitted to perform.
9. The Landlord submitted that a number of the entries as provided through lawful notices were in connection to a prior T6 order LTB-T-073773-22/ SOT-25247-21, for which a hearing was held on May 18, 2022 and for which an order was issued on July 26, 2022. The order among other remedies, outlined that “the Landlord repair, replace or work on the outstanding issues by August 31, 2022.”
10. Further the Tenant confirmed that in addition to the T6 application, a complaint was filed with the City of Hamilton which resulted in the Landlord conducting an inspection of the rental unit on March 9, 2022.
11. The T6 order further provided that “if the Landlords do not do the repair(s), replacement(s) or work by September 1 2022, the Tenant was authorized to arrange for the repair(s), replacement(s), work to be done and may recover the cost of the by deducting the amount from the rent paid in the month(s) after the repair(s), replacement(s), work is done until there is no longer any money owing.”
12. The Tenant's T6 application for maintenance included a number of issues of disrepair as follow:
- Bathroom and bedroom doors did not close
 - Bathtub faucet leaked
 - Screens were missing from all windows

- Hallway light can only be turned on if bathroom light is on
 - Flooring was separating
 - Kitchen drained leaked
 - Towel rack affixed to the cement wall fell off
 - Ventilation/Mould in the bathroom
13. The Landlord submitted that given the number of issues as pending repair from the prior T6 order and the short time frame in which they had to act, this increased the frequency of entries for the dates of July 27, August 16, August 23, August 24, 2022. The Landlord was under time pressure to complete the repairs by August 31, 2022.
14. It was not disputed that the Landlord entered the rental unit on the above noted dates in connection to the T6 application and resulting order
15. On cross examination the Tenant conceded that the November 23, 2022 entry was for an annual inspection.
16. The Landlord submitted that the Board consider the Tenant's allegation in the context of s. 202 (1) of the Act where it is outlined that: In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so,
- (a) may disregard the outward form of a transaction or the separate corporate existence of participants; and
 - (b) may have regard to the pattern of activities relating to the residential complex or the rental unit.
17. The Landlord sought the dismissal of the Tenant's application.

Analysis

18. In addressing the entries for the period of March to June 2022, given that the totality of these account for 5 entries, one of which was in connection to a complaint raised with the City of Hamilton, while perhaps disruptive to the Tenant, I do not find the frequency of the entries to be too often, contrary of the Tenant's perceptions.
19. I also note that while an extended time range was outlined in the notices of entry, it was submitted that some of the inspections lasted no more than 10 minutes and no preparations of the rental unit were outlined for the Tenant to comply with, despite the Tenant making some preparations such as moving furniture away from the wall.
20. Section 27 provides that a landlord may enter a rental unit in accordance with written notice given to the tenant at least 24 hours before the time of entry in the following circumstances:
- to carry out a repair or replacement or to do work in the unit;
 - to allow a potential mortgagee or insurer of the residential complex to view the rental unit;

- to allow a person who holds a certificate of authorization within the meaning of the *Professional Engineers Act* or a certificate of practice within the meaning of the *Architects Act* or another qualified person to make a physical inspection of the rental unit to satisfy a requirement imposed under subsection 9 (4) of the *Condominium Act, 1998*;
- to carry out an inspection of the rental unit, if,
 - i. the inspection is for the purpose of determining whether or not the rental unit is in a good state of repair and fit for habitation and complies with health, safety, housing and maintenance standards, consistent with the landlord's obligations under subsection 20(1) or section 161 of the RTA; and
 - ii. it is reasonable to carry out the inspection.
- for any other reasonable reason for entry set out in the tenancy agreement.

21. LTB Interpretation Guideline 19 outlines that where a specific time of entry is known, it should be stated in the notice. Where it is not possible to state a specific time of entry, the notice may provide a reasonable window of time for entry. And that what is a reasonable window of time will depend upon the facts and circumstances in each case.

22. Regarding reasonable enjoyment during repairs, I turn my attention to O. Reg. 516/06 in which work is defined as:

Definition

8. (1) In this section,

“work” means maintenance, repairs or capital improvements carried out in a rental unit or a residential complex.

23. For the purposes of section 22, paragraph 3 of subsection 29 (1) and subsection 31 (1) of the Act, this section applies to the Board in making a determination,

(a) as to whether a landlord, superintendent or agent of a landlord, in carrying out work in a rental unit or residential complex, substantially interfered with the reasonable enjoyment of the unit or complex for all usual purposes by a tenant or former tenant, or by a member of the household of a tenant or former tenant; and

(b) whether an abatement of rent is justified in the circumstances. O. Reg. 516/06, s. 8 (2).

(3) In making a determination described in subsection (2),

(a) the Board shall consider the effect of the carrying out of the work on the use of the rental unit or residential complex by the tenant or former tenant, and by members of the household of the tenant or former tenant; and

(b) the Board shall not determine that an interference was substantial unless the carrying out of the work constituted an interference that was unreasonable in the circumstances with the use and enjoyment of the rental unit or residential complex by the tenant or former tenant, or by a member of the household of the tenant or former tenant. O. Reg. 516/06, s. 8 (3).

24. The Landlord was required to perform repairs to the rental unit pursuant to an LTB order and complaint as filed with the City of Hamilton. As outlined in O. Reg. 516/06, s. 8 (3) (b) the Board shall not determine that an interference was substantial unless the carrying out of the work constituted an interference that was unreasonable in the circumstances with the use and enjoyment of the rental unit or residential complex by the tenant or former tenant, or by a member of the household of the tenant or former tenant.
25. On the basis of the evidence before me, I do not find that the work the Landlord was required to carry out constituted an interference that was unreasonable and given the number of issues to be addressed, that the time allocated was not disproportionate. Additionally, the evidence does not support a finding that the Landlord and or an Agent of the Landlord issued notices and entered the rental unit with the intent to harass or interfere with the Tenant.
26. Therefore, I find that the Landlord and or Landlord's Agent 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 nor that the Landlord and or the Landlord's Agent did not harass, obstruct, coerce, threaten or interfere with the Tenant.
27. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant's application is dismissed.

January 5, 2026
Date Issued

Alicia Johnson
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.