



Order under Section 31 Residential Tenancies Act, 2006

Citation: CHENG v KUMAR, 2026 ONLTB 5163

Date: 2026-01-20

File Number: LTB-T-078493-24

In the matter of: 2513, 88 CORPORATE DR
SCARBOROUGH ON M1H3G6

Between: KATHLEEN CHENG Tenant

And

SARBJEET KUMAR Landlord

KATHLEEN CHENG (the 'Tenant') applied for an order determining that SARBJEET KUMAR (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 January 12, 2026.

The Landlord, the Tenant's son, Robin Cheung (RC), acting as the Tenant's agent and appearing as an unlicensed representative in this proceeding, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant total amount of \$148.00.
2. The rental unit is a two-bedroom, one kitchen, and one bathroom apartment unit located in a condominium building.

Illegal entries

September 22, 2024

3. RC testified that when he and his mother were in the rental unit on September 22, 2024, the Landlord or the building superintendent came to the rental unit, knocked on the door, and demanded entry. RC stated that the Landlord did not serve a notice of entry prior to September 22, 2024. When the Tenant refused permission, the person left.
4. According to section 27 of the *Residential Tenancies Act, 2006* (the "Act"), a landlord may enter a rental unit in accordance with written notice give to the tenant at lease 24 hours before the time of entry and a notice of entry must specify the reason for entry, the day of entry and a time of entry between the hours of 8 a.m. and 8 p.m.
5. Because the Landlord or the Landlord's agent did not enter the unit on September 22, 2024, this was not an illegal entry.

September 24, 2024

6. RC testified that after the superintendent left the rental unit on September 22, 2024, the Landlord sent him text messages demanding entry to the rental unit. The messages were submitted at the hearing and entered into evidence. The messages did not indicate that proper written notice of entry for September 24, 2024, had been given; they stated only, "*I will come tomorrow.*" RC further stated that he responded to the Landlord on September 22, 2024, and refused entry due to his and the Tenant's health issues.
7. RC testified that on September 24, 2024, the Landlord and the building superintendent nonetheless attended at the unit, knocked, and demanded entry while he and the Tenant were sleeping. RC and his mother were inside the unit and refused to open the door. The superintendent used a master key and opened the door, but the chain lock prevented the Landlord from entering. The Tenant submitted a video recording at the hearing, which RC said was recorded on September 24, 2024, showing the superintendent opening the door to the extent permitted by the chain lock, reaching a hand through the opening in an attempt to release the chain, and leaving after being unable to do so.
8. The Landlord testified that building management reported a safety concern arising from the behaviour of the Tenant or an occupant and that immediate access to the rental unit was required. The Landlord further stated that she and the building superintendent went to the rental unit on September 24, 2024, and attempted to enter, but access was not gained because the chain lock prevented entry.
9. As noted above, because the Landlord or the Landlord's agent did not enter the unit on September 24, 2024, I do not find that there was an illegal entry. This portion of the application is dismissed.

Substantial interference and Harassment, etc.

10. At the hearing, the Tenant claimed that on both September 22, 2024, and September 24, 2024, the Landlord's attempted entries constituted substantial interference and harassment.
11. Section 22 of the Act states: 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.

12. Section 23 of the Act states: a landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

Attempted entry September 22, 2024,

13. Based on the evidence before me, I do not find that this incident constitutes substantial interference or harassment. The Tenant's own evidence indicates that the superintendent knocked and demanded entry, and after the Tenant refused to open the door, the individuals left without further action. There is no evidence that the attempt occurred at an unreasonable time. I am not satisfied that the conduct amounted to substantial interference or harassment.

Attempted entry September 24, 2024

14. With respect to September 24's incident, based on the evidence and the parties' submissions, I find that the Landlord interfered with the reasonable enjoyment of the rental unit by the Tenant and by a member of the household. The evidence shows that on September 22, 2024, the Tenant refused consent to entry by text message and explained health related reasons for not granting permission. If the Landlord believed that this interfered with rights under the Act, the appropriate step was to file an application with the Board and seek available remedies. Instead, on September 24, 2024, the Landlord attended with the superintendent without proper notice and attempted to open the door despite knowing that the Tenant did not consent. The Tenant's video recording shows the superintendent announcing their presence, the Tenant refusing to open the door, the door being opened with a master key to the extent permitted by the chain, and a hand reaching inside in an attempt to release the chain while the Tenant was inside the rental unit. Furthermore, there is no evidence that an emergency existed at the time, such as fire or flooding, and no safety concern was established. I therefore find this conduct unacceptable and intimidating.
15. The Landlord argued that she should not be responsible because it was the building superintendent who opened the door and reached a hand inside. I do not agree. The Landlord was aware that the Tenant had refused entry, attended the unit with building management, and did not prevent the attempt to open the door. On this record, the superintendent was acting as the Landlord's agent with the Landlord's permission. I therefore find that the incident on September 24, 2024, constitutes substantial interference. However, I do not find harassment because there were no further attempts to force entry and, by the Tenant's own evidence, when a complaint was made to building management, and the building management apologized for the superintendent's conduct on September 24, 2024.
16. I find that this incident constitutes substantial interference with the Tenant's reasonable enjoyment of the rental unit. The Tenant is entitled to damages in the amount of \$100.00 arising from the breach. Although RC stated that the incident caused significant stress and uncertainty, no supporting documentation was provided. In the circumstances, I find that \$100.00 is appropriate.

Fall 2024—Spring 2025.

17. The Tenant also alleges that the Landlord and the building superintendent engaged in an escalating pattern of harassment during this period. At the hearing, I invited submissions from the Tenant and asked for specific details of dates and events. RC did not provide any specific dates or incidents for this period and provided only a general statement. On this record, I am not satisfied that the Tenant has proven on a balance of probabilities that the Landlord or the Landlord's agent harassed, obstructed, coerced, threatened, or interfered with the Tenant between fall 2024 and spring 2025. This portion of the application is dismissed.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$148.00. This amount represents:
 - \$100.00 in damages for substantial interference with the Tenant's reasonable enjoyment.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by January 31, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 31, 2026, the Landlord will owe interest. This will be simple interest calculated from February 1, 2026, at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by February 1, 2026, the Tenant may recover this amount by deducting \$50.00 from the rent each month from February 2026 to March 2026, and \$48.00 in April 2026.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 20, 2026
Date Issued

Joy Xiao
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.