



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-042967-24

In the matter of: 906, 36 Robinson Avenue 906 Unit
Ottawa ON K1N0G4

Between: Enes Mustafa Dinc
Liliia Uzun
Tenants

And

Robinson Village IV LP c/o Colonnade
Bridgeport
Landlord

Enes Mustafa Dinc and Liliia Uzun (the 'Tenants') applied for an order determining that Robinson Village IV LP c/o Colonnade Bridgeport (the 'Landlord'):

- entered the rental unit illegally.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on December 9, 2025.

The Landlord's property manager, Bill Meszaros, the Landlord's legal representative, Allan Kouri, and the Tenant Enes Mustafa Dinc attended the hearing. Enes Mustafa Dinc attended the hearing on behalf of both Tenants. He was assisted by a Turkish interpreter Kadriye Abuseyf. The Tenant Enes Mustafa Dinc will be referred to as the Tenant singular in the order below.

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.

Preliminary Issues:

Landlord's motion to dismiss:

2. This application first came before the Board on May 5, 2025. It was adjourned in order to give the Tenants an opportunity to amend their application to set out the remedies they requested. The Tenants were given until May 31, 2025, to amend the application and serve the amended application on the Landlord. The adjournment was peremptory on the Tenants, and the Tenants were cautioned, that if they did not amend the application and

serve it on the Landlord by May 31, 2025, the Board could dismiss their application without a hearing.

3. The Tenants did not amend the application as directed by the LTB; however, on May 29, 2025, the Tenant provided a letter to the Landlord's legal representative setting out the remedies he requested together with supporting evidence.
4. The Tenant, who was assisted at the second hearing by a Turkish interpreter, submitted that he did not fully understand the member's instructions given to him on May 5, 2025, as he did not have full command of the English language and did not have an interpreter at the first hearing. Moreover, the adjournment sheet from the May 5, 2025 hearing was not posted on the Tribunals Ontario Portal ("TOP") until August 11, 2025, that is more than three months after the hearing, and more than two months after the date the Tenants were to amend the application.
5. The Tenant's position was that because he provided the required information to the Landlord's legal representative within the prescribed time frame, the Landlord was aware of the remedies the Tenants requested and the case against them, despite the Tenants not having formally amended the application.
6. Based on the evidence and submissions before me, I find that it would be unfair to dismiss the Tenants' application for the Tenants' failure to amend the application and serve it on the Landlord by May 31, 2025. I say this because the Tenant provided the Landlord with the information that was to be contained in the amended application within the prescribed timeline, and the Landlord was aware of the remedies the Tenants were claiming and the case the Landlord was to meet. The prejudice to the landlord was minimal.
7. I also considered the fact that if I were to dismiss the Tenants' application, the Tenants would be barred from filing a new application by subsection 29(2) of the *Residential Tenancies Act*, 2006 (the 'Act'), as the alleged breach occurred on October 27, 2023, that is more than one year ago.
8. I find that the prejudice to the Tenants by dismissing the application would outweigh any prejudice to the Landlord by proceeding with the application.
9. The Landlord's motion is denied.

Remedies:

10. The Landlord further submitted that the remedies the Tenant was seeking were not an appropriate remedy for the alleged breach of the Act. The Tenant alleged that the Landlord's agent entered the rental unit illegally; however, he did not seek a rent abatement but sought the return of the last month's rent deposit (\$1,865.00) and interest accrued thereon, parking fee (\$225.00), key deposit (\$100.00) and assignment fee (\$200.00), in the total amount of \$2,390.00. The Tenant, however, also sought termination of the tenancy. If the Tenant was successful in this application, and the Landlord's conduct was serious enough to warrant a termination of the tenancy, then the return of the last month's rent deposit may be an appropriate remedy under subsection 31(1) f. As the Tenants' application is dismissed, I determine this issue irrelevant.

11. I also note that the Landlord acknowledged that they owe the Tenants \$329.00 for the key deposit (\$100.00), assignment fee (\$200.00) and interest on the last month's rent deposit (\$29.00), and in fact attempted to return this amount to the Tenants on July 24, 2024.

Issues:

Illegal Entry:

12. The Tenant alleged that the Landlord's property manager entered the rental unit on October 27, 2023 without notice or permission. This alleged incident traumatized the Tenant to such a degree that he moved out of the rental unit.
13. The privacy provisions of the Act are contained in sections 25 through 27 of the Act. Section 25 states that a landlord may only enter a rental unit in accordance with either section 26 or 27.
14. Section 26 covers those situations where a landlord is permitted to enter without notice: in emergencies; where the tenant consents at the time of entry; where the tenancy agreement requires the landlord to enter at regular intervals in order to clean; and to show the unit to prospective tenants.
15. Section 27 covers situations where the Landlord or his or her agent may enter after having given the tenant a written notice at least 24 hours in advance.
16. For the reasons set out below, I am not satisfied that the Landlord's agent entered the Tenant's rental unit illegally. I am also not satisfied that the incident of October 27, 2023 created such a trauma for the Tenant that an appropriate remedy included moving out of the rental unit.

Evidence and Facts:

17. It was not disputed that the Landlord and Tenants entered into lease agreement commencing November 1, 2023 and ending December 31, 2024. The Tenants were given early possession of the rental unit and moved in on October 7, 2023. The Tenants paid rent for this period and, as such, the tenancy commenced on October 7, 2023.

Tenant's evidence:

18. According to the Tenant, on October 27, 2023, while in the rental unit, he heard the door unlock and open. He then heard one or two steps, and a man entered the rental unit. After the Tenant raised his voice and asked the man to leave, the man left.
19. The Tenant testified that he had not received an apology or an explanation from management for this illegal entry, despite repeated requests. As a result of this alleged traumatic experience, he became so anxious that he claims he attempted to transfer the rental unit, but was not successful. Eventually, on June 2, 2024, the Tenant moved out of the rental unit.

20. The Tenant requested that the tenancy be terminated effective June 2, 2024, the day he moved out of the rental unit and returned vacant possession of the rental unit to the Landlord. He also requested the return of the last month's rent deposit \$1,865.00, interest accrued thereon, parking fee \$225.00, a key deposit \$100.00, and \$200.00 assignment fee in the total amount of \$2,390.00.

Landlord's evidence:

21. The Landlord denied the Tenants allegations.
22. The Landlord's property manager testified that on October 27, 2023 he went to check the rental unit, as he had believed it was unoccupied. It is common practice for the property manager to check vacant rental units before new tenants move in, to make sure the rental units are ready for occupancy. According to the information he was provided, this rental unit was to be rented as of November 1, 2023 and was not occupied at the time.
23. There are 173 rental unit in the residential complex.
24. According to the property manager, as soon as he unlocked the door, the Tenant came running and yelling. As such, the property manager retreated, he did not enter the rental unit. He apologized profusely, and explained that he did not know that the rental unit was occupied.
25. The testimony of the property manager that he did not enter the rental unit, is supported by the Tenant's email of October 27, 2023 to the residential coordinator. In the email the Tenant stated that the property manager unlocked the door, the Tenant then went to the door and opened it completely.
26. This leads me to a conclusion that the property manager did not enter the unit, as it was the Tenant who opened the door, and it naturally follows that the Tenant did not permit the property manager to enter the rental unit.
27. Perhaps, if the Tenant was not present, the property manager would have entered the rental unit. However, a potential illegal entry is not, in my opinion, a breach of the Act.
28. Even, if I should be mistaken in my finding that the Landlord's property manager did not enter the rental unit, the Tenant's request for an early termination of the tenancy based on this one isolated incident is a disproportionate remedy.
29. The LTB may order termination of a tenancy in serious breaches of the Act, for example where the Landlord's conduct is so egregious that the tenancy cannot continue. The facts of this case do not support such a conclusion.
30. The Landlord submitted that the Tenant, for personal reasons, wished to move out of the rental unit before the end of term. The other named Tenant had already moved out in April 2024. The Tenant then attempted to assign the unit; however, he was not successful. As such, the Tenant used the alleged illegal entry as a reason to terminate the tenancy early without having to give 60 days notice.
31. There are several emails from October 27, 2023 and early November 2023 between the Tenant and the residential coordinator and one email from the property manager where he

apologized for the mistake of October 27, 2023. There is no further communication about this incident until sometime in May 2024, after the Tenant wished to move out of the rental unit before the end of term.

32. After the Tenant moved out on June 2, 2024, the Landlord mitigated the Tenant's losses and re-rented the rental unit as of July 1, 2024.

33. The Landlord applied the last month's rent deposit including the parking fee to the rent for June 2024.

34. As noted above, the Landlord acknowledged that they owe the Tenants \$329.21 which represents interest on the last month's rent deposit (\$29.21), the key deposit. (\$100.00) and assignment fee (\$200.00). The Landlord offered to pay this amount to the Tenant on July 24, 2024; however, the Tenant declined the payment. The Landlord is prepared to pay this amount to the Tenant.

Vital Services:

35. In the application the Tenants also alleged that the Landlord withheld or interfered with the supply of vital services. The Tenant did not wish to pursue this allegation at the hearing. As such, this issue was not considered.

Conclusion:

36. In conclusion, it is the Tenants' burden of proof to establish that the Landlord entered the rental unit illegally. Based on the evidence before me, I find that the Tenant did not meet the burden of proof that the Landlord's property manager entered the rental unit illegally.

37. The Tenants' application shall be dismissed.

38. The Landlord undertook to return to the Tenant the key deposit and assignment fee and interest on the last month's rent deposit in the total amount of \$329.21.

Representation costs:

39. The Landlord requested that the LTB order representation costs against the Tenants in the amount of \$700.00 because the Tenants brought the application in bad faith, caused undue delay and did not follow the instructions of the LTB to amend the application.

40. In accordance with Rule 23 of the LTB's Rules of Practice and the LTB Interpretation Guideline 3, a Member may order costs where the conduct of the party was unreasonable. Conduct is unreasonable if it causes undue expense or delay.

41. I find that the Tenants caused the Landlord undue expense by pursuing this meritless application and by failing to follow the directions of the LTB by to amend their application in time. As such, I grant the Landlord's request for costs. However, I limit the costs to \$100.00. In my view the Tenants have suffered sufficient financial setbacks and additional expenses may increase their financial hardship.

42. The Tenants shall be ordered to pay \$100.00 to the Landlord for costs of the Landlord's legal representative. The Landlord may set off this amount against \$329.21, the amount the Landlord owes the Tenants for the key deposit, assignment fee and interest on the last month's rent deposit.

It is ordered that:

1. The Tenants' application is dismissed.
2. The Tenants shall pay \$100.00 to the Landlord for costs of the Landlord's legal representative. The Landlord may set off this amount against \$329.21, the amount the Landlord owes the Tenants for the key deposit, assignment fee and interest on the last month's rent deposit.

January 22, 2026
Date Issued

Jana Rozehnal
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.