



Order under Section 31 Residential Tenancies Act, 2006

Citation: Aloshyn v 2818058 Ontario Inc., 2026 ONLTB 8921

Date: 2026-02-02

File Number: LTB-T-071872-24

In the matter of: 105, 212 DONALD ST
OTTAWA ON K1K1M8

Between: Danylo Aloshyn Tenant

And

2818058 Ontario Inc. Landlord

Danylo Aloshyn (the 'Tenant') applied for an order determining that 2818058 Ontario Inc. (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 7, 2026.

The Landlord's agent Rami Naim and the Tenant attended the hearing.

The Tenant declined to speak with Tenant Duty Counsel.

Determinations:

1. By way of background, the parties appeared at an Adjudicate Case Conference (ACC) on June 5, 2025. As per the Adjournment Sheet, the Member notes that the Tenant was put on notice of various deficiencies with his application.
2. At this hearing, the Tenant said he recalled the Member's comments and did not take any steps to correct the deficiencies and did not request to amend the application.
3. As explained below, the Tenant did prove some of the allegations contained in the application on a balance of probabilities. However, I do not find they rise to the level of substantial and had minimal impact. Therefore, the Tenant's application is dismissed.
4. The Tenant's disclosure includes a medical note and a financial transaction.

5. The Landlord's disclosure includes text messages and photographs.
6. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence and oral testimony when making my determinations.

The Tenant's Application

7. On September 4, 2024, the Tenant filed a T2 application claiming the Landlord or his agent entered the unit illegally, substantially interfered with his reasonable enjoyment of the rental unit and the Landlord or his agent harassed the Tenant.
8. To summarize, the Tenant takes the position that between July 17 and 19, and July 22, 2024, the Landlord or his property manager without permission.
9. The Tenant said that he was in the process of moving out and the property manager Remi Naim (RN) pressured him with the cleanliness of the rental unit and a high number of showings and these showing fell outside of the agreed upon times.
10. It is still unclear to me when the Tenant vacated but it appears it was between July 15, and July 31, 2024. Nevertheless, the majority of the issues occurred around the time the Tenant was in the process of moving out.
11. The Tenant said that he felt extreme pressure to keep the unit clean to the Landlord's unreasonable standards and felt harassed to do so.
12. The Tenant said this pressure significantly impacted his wellbeing. He said he has Generalized Anxiety Disorder and was elevated due to the stressful situation and he required medical treatment as a result.

The Landlord's Position

13. RN said the Tenant had agreed to a scheduled of showing and timeframe. All showings fell within the scheduled time. RN did enter the unit on July 22, 2024 without providing proper consent. He was confused by the Tenant's move out date. RN said the Tenant moved out on July 16, 2024. However, he had possession to the end of the month. He said the unit did not contain any signs of possession and the balance of items were garbage and debris. RN relied on photographs to support his position.
14. It was the evidence of RN that the showings did fall within the agreed upon times. He said the Tenant left the unit in an unclean state and he needed to ensure the rental unit was in good condition for the showing.
15. RM testified and relied on text messages to support the proposition that he did not harass the Tenant but merely encouraged the Tenant to ensure the rental unit was free of garbage and clean.

Analysis

16. The standard of proof in proceedings before this Board is “proof on a balance of probabilities.” By that standard, the party bearing the burden of proof must show with evidence that, “more likely than not”, their assertions are true. Where the evidence of the opposing party is as believable as that of the party bearing the burden of proof, that burden cannot be said to have been discharged.
17. In this case, I find RN successfully challenged the Tenant’s evidence with respect to the claims related to substantial interference and harassment.
18. The Tenant’s application with respect to the state of the rental unit and showings rests on the rights set out in section 22 of the Act which says:

A landlord shall not at any time during a tenant’s occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

19. The wording of this provision indicates that not every disturbance is a breach of the Act. Rather the disturbance must “substantially” interfere with “reasonable” enjoyment. This language indicates that for a disturbance to be a breach of the Act it must be a significant one from the perspective of the average, reasonable tenant.
20. Based on the evidence before the Board and on a balance of probabilities I do not find the Tenant led sufficient evidence to conclude that the Landlord applied undue or unreasonable pressure to clean the rental unit. Nor do I find the Landlord in breach related to the volume or timing of the showings. The Landlord’s evidence demonstrates that the showings occurred based on the agreed schedule.
21. While the term “harassment” is not defined in the Act, it is generally taken to be defined as a course of conduct that a reasonable person knows or ought to know would be unwelcome.
22. In my view, the Landlord may have used forceful language to encourage the Tenant to return the rental unit to an acceptable state, I cannot find the statements or actions rise to the level of harassment.
23. Lapses in civility and nuisances such as what occurred in the communications between the Tenant and RN, do not in my view constitute harassment or even substantial interference with reasonable enjoyment. The concept of harassment is akin to the other words that appear in the same section of the Act like threatening, obstruction, and coercion. It is intended to address the situation where a landlord embarks on a course of conduct that a reasonable person would know would be unwelcome to the average and reasonable tenant. The Tenant has not established any level of harassment occurred.
24. Section 25 of the Act says a landlord may only enter a rental unit in accordance with the Act. Section 26 outlines when a landlord can enter without notice. Section 27 discusses entry on notice. While a landlord is permitted to enter a rental unit ,the landlord must give

the tenant a written notice of entry at least 24 hours before the time of entry specifying the reason for entry, the day of entry and a time of entry between the hours of 8 a.m. and 8 p.m.

25. It is undisputed that the Landlord did not serve a notice of entry when he entered the unit on July 22, 2024.
26. While I am satisfied that the Landlord is in breach of the Act, I also must consider the circumstance and impact on the Tenant in terms of a remedy.
27. On the evidence, I do not find that RN entered the unit under malicious pretence. Rather, I believe the confusion over the Tenant's move out, even though the keys had not been returned, led to the illegal entry. Further, I do not find the Tenant suffered any significant impact as a result of the entry. He was in the process of moving, his possessions were gone and the entry did not impact his access to the rental unit or use of the unit. In my view, it was an oversight of the Landlord's agent. I therefore do not find it appropriate to award a remedy in this circumstance.
28. The Tenant's application is therefore dismissed.
29. As I have found in favour of the Landlord, I have declined to award the application filing fee in this circumstance.
30. 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.

February 2, 2026
Date Issued

Dana Wren
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.