



Order under Section Residential Tenancies Act, 2006

Citation: Collins v Rowe, 2026 ONLTB 5388

Date: 2026-02-09

File Number: LTB-T-073362-23

In the matter of: Lower South Unit, 74 Simcoe Street
Scotland On N0E1R0

Between: Abbey Collins Tenant

And

Kim Rowe Landlord

Abbey Collins (the 'Tenant') applied for an order determining that Kim Rowe (the 'Landlord'):

- Entered the rental unit illegally;
- Substantial interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of the Tenant's household;
- Harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on January 5, 2026.

The Landlord, the Landlord's Legal Representative Barrett Beaudoin, the Tenant, and the Tenant's Legal Representative Edwin Alexander, 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

Preliminary Issues

2. The application was filed September 22, 2023; it was amended on October 2, 2023, to identify the correct unit as shown above. On December 6, 2024, the application was amended to detail the remedies requested, as identified at the Adjudicative Case Conference held on November 19, 2024, and to add another date regarding alleged continued behaviour. The first two amendments were not contested, and the Landlord's Legal Representative did not contest the limitation period remaining as September 22, 2022, in accordance with the initial filing date.

3. The Landlord's Legal Representative submitted that in the third amended application, the remedies are still not clear; the application does not say what reason the additional \$2,500.00 is being requested under which is setting up the matter for review because the Landlord is blind-sided, therefore, this remedy should not be allowed. The Tenant's Legal Representative submitted that he took carriage of the file after the third amendment was requested, and the Tenant did their best to address the issue in accordance with the interim order; the \$2,500.00 is being requested under pain and suffering.
4. The matter proceeded on the merits; the Tenant must justify the amount requested as part of their closing, including linking it to related allegations and the Landlord has the opportunity to argue why it is not justified, therefore there is little to no prejudice to the Landlord.
5. Although not a preliminary issue, early in the hearing, the issue of the Tenant's T5 application, LTB-T-078180-23, was raised; the order issued on August 30, 2024, granted the Tenant monetary remedy with respect to moving costs. The Landlord's Legal Representative submitted the issue should not be relitigated at this hearing. The Tenant's Legal Representative submitted that the T5 was in relation to the N12 notice being given in bad faith, this application is based on different grounds, and as the Tenant's request to combine those two applications was denied, the issues in this application were not addressed.
6. The Tenant was unable to raise the issues reflected in this application at the hearing of the T5 application because the request to combine was denied and has a right to proceed on the issues raised in the T2 today; the T2 issues shall focus on how the Tenant was affected, not relitigating facts related to the N12. The hearing continued.

Merits

7. The Tenant moved into the rental unit on August 15, 2022, and vacated May 2, 2023.
8. The Tenant testified that on:
 - January 22, 2023, the Landlord emailed that the rental unit did not pass the County's inspection because it was zoned a single-family home only for the Landlord's occupancy; because of this, the Tenant had to vacate. The unit is in the lower level of a church, therefore there was a lot of traffic overhead from people coming and going. The Landlord also had construction work being done over the past few years in respect of his living space; the noise was continuous, noisy, and often went on late into the evening construction over the past few years, which greatly interfered with the Tenant's reasonable enjoyment. The Tenant emailed the Landlord about these noise issues on January 23, 2023, and asked for mutually agreeable construction hours; the Landlord responded on January 23, 2023, and agreed to construction hours being limited to a 51-hour work week with hours 8 a.m. to 5 p.m. Monday through Friday.
 - February 2, 2023, the Tenant received an Order to Comply pursuant to subsection 12(2) of the *Building Code Act, 1992* requiring the removal of furniture and persons from the building that are not in relation to the construction of the building by March 2, 2023. The order referenced a breach of s.11(1) of the Building Code Act

regarding an incomplete single-family dwelling with home occupation. The order was not in the Tenant's name but affected him because he was an occupant.

- February 4, 2023, the Tenant emailed the Landlord that the agreed upon construction hours had been breached, noting specifically Saturday January 28th and Monday January 30th; the Landlord responded, disagreeing with the timings and asserting there had not been any breaches.
- February 28, 2023, at 10:25 a.m., the Landlord emailed, advising the Tenant that access to the unit was needed for later that day. This notice was contrary to the required 24-hours written notice, and meant the Landlord let others into the unit illegally.
- March 1, 2023, the Tenant, responding to a threat to have the power turned off, told the Landlord's Legal Representative that an 'order to comply' was not an 'eviction order' and the power could not be cut. The same-day response was that the Tenant had been given proper notice and no such threat about cutting power had been made.
- March 2, 2023, at 1:30 p.m., the Landlord emailed about emergency plumbing work needing done and that daily access would be required for the foreseeable future until the issue is resolved; this was illegal entry because of the lack of specifics, plus there was no plumbing issue that required access to the Tenant's unit.
- March 3, 2023, the Landlord was given a list, including dates, of the extensive number of entries into the unit since the Tenant has resided there; the Landlord responded with a copy of the noise regulations in Ontario, stating that construction can be exempt from noise regulations between 7:00 a.m. and 6:00 p.m. weekdays and 9:00 a.m. and 6:00 p.m. on weekends. The Landlord also referred the Tenant to his email titled 'revised construction hours' that changed their previously agreed upon hours; he changed the hours to what noise regulations said was allowable.

9. On cross examination, the Tenant:

- Agrees it is possible the Landlord forgot to include in the original email sent at 2:08 p.m. on March 3, 2023, what the legal limits are in Ontario regarding construction times.
- Testifies if there had been emergency plumbing issues the Landlord would have been allowed in and agrees to having no knowledge as to the work being done, including plumbing, in the other 2 units or how it affected the Tenant's unit.
- Confirms:
 - The Landlord's Legal Representative did not threaten to cut the power in the email dated March 1, 2023.
 - The illegal entry on March 1, 2023, was speculation because the Tenant was at work.
 - The email February 28, 2023, references an unexpected problem.
 - There is no documentary evidence of any agreement regarding the contractors' work hours on Saturdays being what the Tenant testified to.
 - Being aware that contractors were working in the complex prior to when the tenancy began.
 - Contacting the County on January 23, 2023, prior to receiving the Order to Comply.

- When asked if the plumbers were denied access on February 28, 2023, the Tenant was unsure/could not remember.
- The Tenant denied the assertion that the Landlord always gave notice of entry; many of the notices did not follow the requirements.

10. The Landlord testified that he thought there was an agreement that the weekend construction hours would be 8:00 a.m. to 3:00 p.m., subject to deliveries. This was a choice given the Tenant in the email sent on February 5, 2023, along with 9:00 a.m. to 3:00 p.m.; the Landlord believed the Tenant agreed to it being either of the timeframes, and 7:00 a.m. to 7:00 p.m. on weekdays. As to the plumbing, there were serious issues that needed addressed as ordered by the County; there was a pinhole leak in the venting system which was part of the plumbing for the entire complex. It took a lot of time to find where the leak was and involved access to all units; this is why it was an emergency fix/issue. The plumbers only needed access to the area just inside the Tenant's door but were denied; this is when the Landlord started giving written notices for entry with times and dates. The Landlord knew if proper notice was given the contractors could enter but thought it best to have the Tenant's agreement. Regarding the email sent to the Tenant about plumbing issues on March 2, 2023, it was impossible to have a reasonable conversation with the Tenant's former council, therefore, he said he would be going to the Board. The plumbing was finished approximately mid-March 2023. There was never any threat made on March 1, 2023, about cutting off the power, and the power was never shut off; therefore, there was no impact on the Tenant. There was no harassment or interference with the Tenant by either him or the contractors either directly or indirectly; the Tenant denied and/or hindered the ability to make the necessary repairs. There were also no illegal entries; he communicated with the Tenant every time entry was needed and did his best to accommodate the Tenant. As to noise from the construction, there were no complaints until February 15, 23, after that it was the Tenant disrupting the Landlord's quiet enjoyment. There was a lengthy discussion about the timeline for the construction work before the Tenant moved in August 2022, then around January 2023 the Tenant started pushing back and complaining.
11. The Tenant's Legal Representative submitted in closing that the Landlord's testimony emphasized he always did his best to do things right, but he did not; the Landlord does not seem to understand the rights of a tenant. Many Notices of Entry were not proper, whether insufficient time or lack of specifics, therefore the related entries were contrary to the Act and illegal. By not-complying with the requirements under the Ac, the Landlord did not give the Tenant quiet enjoyment.
12. The Landlord's Legal Representative submitted in closing that the Landlord had an order to comply from the County; this is what he was trying to address. There was no evidence the Landlord made any threats towards the Tenant, and there was no real testimony as to where the harassment was coming from. There was also no testimony giving specific dates/times when the Landlord illegally entered the unit, plus agreement to entry/entries vitiates proper notice. As to interference with reasonable enjoyment, the Tenant knew there was extensive construction taking place, and chose to move in anyways; then approximately 8-months after moving in, the Tenant start complaining. The only date with sufficient explanation as to interference is February 28, 2023; there was insufficient detail regarding other dates. The application should be dismissed. If not dismissed, there is basis

to award general damages/pain and suffering, plus the Tenant did not testify to the remedies and the Tenant's Legal Representative did not include any requested remedies in the closing. It was the Landlord's testimony that was clear, not the Tenant's, the Landlord believes the application came about because their relationship soured.

13. The Tenant's Legal Representative replied that the lack of passion in the Tenant's testimony is because the application was filed over 2 years ago; the Tenant made it clear that they were disturbed by the Landlord's behaviour/the construction.

Analysis

14. All dates and/or issues the Tenant did not give testimony on are not included in this order.
15. This application is based on the rights and obligations set out in section 22, 23 and 27 of the *Residential Tenancies Act, 2006* (Act) which say:

22. 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.

23. A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

27(1) of the Act states 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.

Illegal Entry

16. The Tenant testified that the Landlord was given a detailed list of illegal entries, however this email was not entered into evidence, therefore the only dates being considered are those testified to: February 28, 2023; and March 2, 2023.
17. In cross examination the Tenant admitted some allegations of illegal entry were speculative because they occurred while the Tenant was at work; there was no testimony as to whether the contractors physically entered on February 28, 2023. Similarly, as to the emergency plumbing issue on March 2, 2023, the Tenant did not testify whether or when the contractors physically entered to do this work. Therefore, I find there is insufficient evidence to establish there were actual illegal entries on these dates; accordingly, this part of the application is dismissed.

Substantial Interference

18. In closing submissions, the Tenant's Legal Representative submitted that by not complying with the requirements under the Act, the Landlord did not give the Tenant quiet enjoyment, and the Tenant made it clear that they were disturbed by the Landlord's behaviour/the construction. Although the Tenant did not specify which dates involved substantial interference, each date referenced in their testimony shall be addressed.

19. On January 23, 2023, the Tenant testified to giving the Landlord a detailed letter of the noise and disturbances by the contractors and/or people coming and going. The letter referred to, however, does not set out any dates as to when the Tenant was substantially interfered with, therefore, there is insufficient evidence to substantiate the Tenant's claim of substantial interference. Further, the general references in the letter are with respect to dates not included in the Tenant's application; the application begins with January 22, 2023, when the Tenant was advised that the home did not pass inspection.
20. There is no dispute that on February 2, 2023, the Tenant received a copy of the 'Order to Comply', however the Tenant did not give any specifics as to how this incident substantially interfered with their reasonable enjoyment. Therefore, there is insufficient evidence, accordingly, this date is dismissed.
21. Similarly, the complaints of agreed upon construction hours being breached on January 28 and 30, 2023, is also dismissed; there was testimony on how the Tenant was substantially interfered with.
22. With respect to the Landlord's email February 28, 2023, about needing access the same day, there was no testimony as to how this amounted to substantial interference, plus the Tenant admitted in cross-examination as to not knowing whether there was entry.
23. In cross examination the Tenant admitted that there had been no threat to cut the power on March 1, 2023, therefore this date is also dismissed.
24. As to the Landlord's email on March 2, 2023, about emergency plumbing work, on cross examination the Tenant said they were unaware of any specific entries. As to the Tenant's testimony that there was no plumbing work required in their unit, the Tenant also admitted they were not aware of what the specific plumbing problems were in the other units/building or how it involved their unit. Accordingly, this date is also dismissed.
25. In respect of the email sent to the Landlord on March 3, 2023, that detailed a list of entries, the letter referenced in evidence is dated March 1, 2023, and although it sets out numerous dates, it also says "We gave permission for it all as he said it needed to be done". Approximately half the dates/date ranges were prior to the initial complaint date noted in the application, and there was no testimony giving specifics on any substantial interference. As such, this part of the application is also dismissed.

Harassment

26. As to harassment, although included as a ground in the application, the Tenant did not testify as to what behaviour and/or actions constituted harassment; as such, this ground is not considered in the order and shall be dismissed.
27. For all of these reasons, the Tenant's application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

February 9, 2026
Date Issued

Diane Wade
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.