



Order under Section 31 Residential Tenancies Act, 2006

Citation: Seliga v Ozimek, 2026 ONLTB 12522

Date: 2026-02-09

File Number: LTB-T-032221-24

In the matter of: 61, 1214 KIRSTIE CRT
OAKVILLE ON L6H5C8

Between: Michelle Seliga Tenant

And

Tomas Ozimek Landlords
Jolanta Ozimek

Michelle Seliga (the 'Tenant') applied for an order determining that Tomas Ozimek and Jolanta Ozimek (the 'Landlords'):

- 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 February 3, 2026.

The Landlords, the Landlords' Legal Representative, Barrington Lue Sang, the Landlords' witness Kayley Stevens ('KS'), the Tenant and the Tenant's Legal Representative, Anthony Smith, attended the hearing.

Determinations:

1. The Tenant's application was filed with the Board on April 22, 2024. In summary, the Tenant's application alleges the following:
 - The Landlord, Tomas Ozimek ('TO'), entered the rental unit illegally on January 28, 2024 and April 4, 2024;
 - The Tenant was fearful as a result of the illegal entries as her room did not have a lock and this was a breach of the regulations under the *Residential Tenancies Act*, 2006 (the 'Act')
 - On January 28, 2024, TO attempted to pressure the Tenant into signing an agreement to terminate the tenancy;

- On January 31, 2024 and April 1, 2024, TO sent the Tenant misleading emails regarding termination of her tenancy and threatened her items would be disposed of if not moved; and
- On April 2, 2024 TO attempted to identify her unit in a manner that was not consistent with the lease agreement between the parties.

Illegal entry

2. It was the Tenant's evidence that TO entered the rental unit illegally as he did not give notice in accordance with section 27 of the Act. In this regard, the notices regarding entry on January 28, 2024 and April 4, 2024 were sent in advance by text message to a group chat, which she and 3 other tenants were part of.
3. The Tenant stated that the reason for the entry on January 28, 2024 was that he wanted to have a discussion with all the tenants. No other reason was provided. It was only after TO arrived that the Tenant learned TO wanted the tenants to sign agreements to end their respective tenancies.
4. As for the entry on April 4, 2024, the Tenant stated that the reason provided by TO for the entry was furnace maintenance. However, the Tenant could hear TO come in and walk around upstairs. Afterwards, the Tenant noted TO had stuck numbers to the tenants' doors, including her bedroom door. The Tenant did not believe that TO did any furnace maintenance when he was at the rental unit.
5. The Tenant stated that she did not voice any concern for the entries in the text messages or at the time of the entries and did not deny entry or otherwise tell TO that he was not welcome when he arrived at the home.
6. It was TO's evidence that he was honest about why he wanted to enter the unit and gave the tenants notice by group chat. Specifically, he wanted to speak with them on January 28, 2024 and he needed to change the furnace filter on April 4, 2024. He stated that he never entered the rental unit using his key or key code and that one of the tenants always let him in when he arrived.
7. Based on the evidence and submissions provided, I find that TO's notices of entry for the aforesaid dates were not done in accordance with the Act as they were not in writing and/or served in accordance with the Act and, with respect to the January 28, 2024 entry, the reason for the entry was not a permitted reason under section 27 of the Act.
8. That said, subsection 26 (1)(b) of the Act states that a landlord may enter a rental unit at any time without written notice if the tenant consents to the entry at the time of entry. There was no evidence in the text messages to suggest that the tenants took issue with the entries or were not agreeable to the entries. Moreover, there was no evidence to suggest that the Tenant or the other tenants objected to or otherwise tried to deny entry when TO entered. In light of this, I find that TO had consent to enter on the dates alleged. Accordingly, the allegations of illegal entry are dismissed.

*Substantial interference**Email correspondence*

9. It was the Tenant's evidence that she notified TO that she would not be signing the N11 agreement to terminate the tenancy (the 'N11'). Thereafter, on January 31, 2024 and on April 1, 2024, TO sent her a false and misleading emails with the intent of making her believe that her tenancy would end on April 30, 2024 and that if she did not vacate her items would be disposed of. A copy of the aforesaid emails were tendered as evidence.
10. In the January 31, 2024 email, TO stated that it was fine that the Tenant did not want to sign the N11 and that her lease was up on April 30, 2024 anyway. TO also stated that he was obligated to present her with the N11 and that it acted as notice of his decision to sell the property.
11. In the April 1, 2024 email, TO stated that he received notification that the Tenant had paid the rent but that this was not necessary and would need to be returned as the last month's rent deposit would apply to the April rent. TO then stated that all the Tenant's belongings needed to be moved out by April 30, 2024 and that anything left behind as of May 1, 2024 would be removed and discarded.
12. It was TO's evidence that he believed he was obligated to present the Tenant with the N11 as that was what his realtor told him. He stated that he believed that the Tenant would vacate in accordance with the lease term ending because the Tenant had not told him otherwise and the Tenant was a student and he believed her schooling was coming to an end. TO stated that it was not until the Tenant replied to his email of April 1, 2024 that he learned that the Tenant was not vacating at the end of the lease term. It was TO's evidence that, once the Tenant told him she would not be vacating, he stopped sending her emails about vacating at the end of the lease term.
13. A copy of the Tenant's response to TO was tendered as evidence. In the email, the Tenant clearly writes that she would not be leaving, that her tenancy would continue on a month to month basis as per the Act and that if TO wanted to sell the property he could still do so while she remained a tenant.
14. Based on the evidence and submissions provided, I find that the emails sent to the Tenant substantially interfered with the Tenant's reasonable enjoyment as they provided false and misleading information that would, in my view, lead the average Tenant to believe that they needed to vacate and/or feel pressured to vacate. I accept the Tenant's evidence that these communications caused her stress and put her in a position where she had to take steps to inform herself of her rights and then assert her rights. I also accept that this situation led to a sense of distrust and unease for the Tenant.
15. In reading the email correspondence and hearing the testimony of TO, I do not believe that TO was acting with malice or intentionally trying to deceive the Tenant. Rather, it appears that TO acted based on assumptions and without having done due diligence. However, ignorance of the law is not a defense and so I find the Tenant is entitled to a 10% rent abatement for the period of the email communications. This is calculated as follows: 61 days (Jan 31, 2024 to April 1, 2024) @ \$26.30 per day ($\$800.00 \times 12 / 365$) = 1,604.30 x 10% = \$160.43.

Failure to Provide a Lock

16. In the lease agreement, the Tenant's room is not identified in the address of the rental unit. In light of this, the Tenant took the position that she rented the whole house along with 3 other tenants and that she had exclusive use of a bedroom. A copy of the Tenant's lease was tendered as evidence. The Tenant is the only tenant listed in the lease.
17. The Tenant testified that the main door to the house had a lock on it but that the bedrooms did not have locks. The Tenant stated that she never felt the need for a lock on her bedroom door and never requested the Landlords to put a lock on her bedroom door. She stated that it did not become an issue for her until TO started attending the rental unit under false pretenses and, on one occasion, started knocking on her bedroom door.
18. It was TO's evidence that all the tenants had separate leases and rented a room and that they all shared the common areas in the house such as the living room, kitchen and the bathrooms. TO stated that 'room' was specifically noted in the rental application, a copy of which was tendered as evidence. TO believed that this was sufficient and did not note 'room' when he drafted the lease agreement.
19. The Tenant relied on subsection 29(1), (2) of O. Reg 517/06 under the Act, which states,
 - (1) Every window and exterior door, including a balcony door, that is capable of being opened and that is accessible from outside a rental unit or a building containing a rental unit shall be equipped so that it can be secured from the inside.
 - (2) At least one entrance door in a rental unit shall be capable of being locked from outside the rental unit.
20. Section 202 of the Act requires the Board to ascertain the real substance of all transactions and, in doing so, the Board may disregard the outward form of a transaction. Although the lease agreement does not specifically note that it is for a room, I find on a balance of probabilities that the parties entered into an agreement to lease a bedroom in a house with shared common areas. I say this because the rental application noted it was for a room, the Tenant did not dispute that she had exclusive use of her bedroom and that the Landlord had the right to rent the other rooms to other tenants. In addition, the Tenant's monthly rent of \$800.00 is consistent with someone who is renting a room as opposed to an entire 4-bedroom house.
21. As I have determined that the rental unit in this case is the Tenant's bedroom, the door to that bedroom ought to have a lock capable of being locked from the outside according to the maintenance standard regulation noted above. However, the Tenant's application is not a maintenance application and so what remains is if the Landlord's failure to put a lock on the door substantially interfered with the Tenant's reasonable enjoyment. Based on the evidence and submissions provided, I am not satisfied that it has.
22. It was the Tenant's own evidence that she never found it necessary to have a lock on her bedroom door and never requested one from the Landlords. Rather, her evidence was that she didn't think about not having a lock until TO knocked on her bedroom door on January 28, 2024.

23. There was no evidence provided to suggest that the Landlord did anything more than knock on the Tenant's bedroom door on the aforesaid date. There was also no evidence that the Landlord entered or attempted to enter the Tenant's room. For these reasons, I am not satisfied that Landlord's failure to provide a lock on the Tenant's door rises to the level of substantial interference of the Tenant's reasonable enjoyment and so this allegation is dismissed.

Harassment, etc.

24. It was the Tenant's evidence that TO engaged in harassing, threatening and/or coercive conduct by i) attempting to get her and the other tenants to sign N11s; knocking on her bedroom door, sending her false and misleading emails regarding termination of her tenancy and trying to number her unit. In essence, she believed these actions collectively established harassing, threatening and/or coercive conduct on the part of TO as the conduct was intended to make her move out.
25. The Landlord denied ever pressuring anyone to sign an N11 or that his communications or actions were intended to harass, threaten, etc.
26. KS is a former tenant of the Landlords, who also rented a room in the home at the same time as the Tenant. It was KS' evidence that she was present at the meeting at the house on January 28, 2024 and that she agreed to sign an N11. KS did not recall feeling pressured by TO or observing any pressure tactics from TO. She did recall the Tenant looking uncomfortable with the discussion and not wanting to sign the N11.
27. In looking at the correspondence of January 31, 2024 and April 1, 2024 from TO, although I find it to be misleading and stressful to receive for the Tenant as determined above, I do not find it to be aggressive, harassing or threatening in nature and this type of correspondence was not repeated by TO after the Tenant clearly stated she would not be vacating.
28. As for the numbering of the bedroom doors, it was the Landlord's evidence that he did so for the purpose of showing the home. Specifically, so that agents showing the home would know which room was tenanted and required notice prior to entering. This was also explained to the Tenant in an email on April 11, 2024. While I can understand that this conduct may have seemed odd and perhaps unsettling to the Tenant as she distrusted TO by that point, I do not find the conduct to be harassing, threatening or coercive.
29. For the foregoing reasons, the Tenant's allegations that the Landlords harassed, obstructed, coerced, threatened or interfered with the Tenant are dismissed.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is \$208.43. This amount represents:
 - \$160.43 for a rent abatement.
 - \$48 for the cost of filing the application.
2. The Landlords shall pay the Tenant the full amount owing by February 20, 2026.

3. If the Landlords do not pay the Tenant the full amount owing by February 20, 2026, the Landlords will owe interest. This will be simple interest calculated from February 21, 2026 at 4.00% annually on the balance outstanding.

February 9, 2026

Date Issued

Rachel Gibbons

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.