



**Order under Section 69 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-082187-25

In the matter of: 14782 HEART LAKE RD (House Only)
CALEDON (INGLEWOOD) ON L7C2J7

Between: Kanwaljit Kang Landlord

And

Billy Bagnell Tenant
Amanda Cornish

Kanwaljit Kang (the 'Landlord') applied for an order to terminate the tenancy and evict Billy Bagnell and Amanda Cornish (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant and;
- the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Kanwaljit Kang (the 'Landlord') also applied for an order requiring Billy Bagnell and Amanda Cornish (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on December 18, 2025.

The Landlord's Legal Representatives, David Borrie and Nicole Benson, the Landlord, the Landlord's Witness, Irman Kang, and the Tenant, Billy Bagnall attended the hearing.

Determinations:

L1 Application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$3,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$15,000.00, which are not being disputed
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$3,000.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$97.40 is owing to the Tenant for the period from September 1, 2024 to December 18, 2025.

L2 Application

10. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. However, in light of the circumstances disclosed, I have granted conditional relief from eviction, requiring the Tenant to provide the Landlord access to the unit to fulfill their maintenance obligations..
11. On September 2, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: the Tenants on multiple dates have denied the Landlord entry into the rental unit in order for the Landlord to comply with an Order from the LTB on July 25, 2025. In addition, the Tenant's have not complied with the same Order from the LTB to pay outstanding arrears.
12. The Landlord filed a previous L1 application for rent arrears (LTB file number LTB-L-102390-24). In the course of that proceeding, the Tenant raised their own issues and in the order that was issued on July 25, 2025, the Member ordered the Landlord to complete certain repairs/replacements by August 25, 2025.
13. In the present application, the Landlord claims that the Tenant has prevented them from entering the rental unit to complete the work that they are required to do under order LTB-102390-24.

14. The Landlord testified that they attempted to enter the unit on the following dates to complete the work, but the Tenant refused entry: July 31, 2025, August 1, 2025, August 9, 2025, August 25, 2025, and September 5, 2025.
1. The Landlord testified, and the Tenant did not dispute, that on July 31, 2025, the Tenant refused entry, and the Landlord called the police to assist but ultimately, the unit inspection/work did not take place.
2. The Tenant does not dispute that entry was refused on the dates provided by the Landlord. The Tenant testified that he emailed the Landlord's Legal Representative on August 23, 2025, explaining to the representative why he has refused the entry, and that he must be home during the entries, and the entries need to be scheduled with him directly prior to entering the home.
3. The Tenant further testified that he has 2 children in the home, and his wife works nights, and he wants the notices of entry given to him directly.
4. The Landlord testified there is no practical way to manage the Tenant, Billy Bagnall going forward, and there is a breakdown in the parties' relationship and the Landlord cannot deal with the Tenant any longer.
5. It is evident, that the relationship between the Landlord and the Tenants is extremely confrontational, which has resulted in police attending the property.
6. The Landlord's witness, Irman Kang testified that he has attended the property and assists his father, who is the Landlord, with the rental property. Mr. Kang confirmed the police were at the property on July 31, 2025. Mr. Kang further testified that the Tenant, Billy, is hostile, his behaviour has become more difficult over time, and he doesn't feel safe around him, but he only has interactions with the Tenant while he is at the property.
7. The Tenant provided reasons why he would not allow the Landlord into the rental unit, mainly because he needs to be home, but as per the RTA interpretation guideline 19 "*A tenant may remain in the rental unit while the landlord exercises their right of entry. However, the landlord's right of entry can be exercised if the tenant is not in the rental unit at the time of entry.*" There was no explanation or evidence before me that indicates that the Tenants and their children cannot leave the home while the Landlord enters the unit.
8. The Tenant does not deny that he has refused entry to the Landlord because he wants the notices of entry to be served in a certain way and for the entries to be conducted at certain times. However, a landlord has the right to enter the rental unit in certain circumstances when the landlord follows the procedures set out in the *Residential Tenancies Act, 2006* (the "RTA").
9. In this case, I did not hear evidence that the Landlord did not comply with the procedures set out in the RTA in relation to entering the unit. For example, there was no evidence to suggest that the Landlord failed to provide proper notice before attempting to enter the rental unit. Similarly, I did not hear evidence that the special arrangements the Tenant has requested amount to a request for accommodation under the *Human Rights Code*.
10. Rather, the Landlord was trying to enter the unit to comply with a previous Order of the LTB, and the Tenant failed to allow the Landlord into the property. The Landlord was able

to partially comply with the previous order and complete the repairs outside of the rental unit but has been unable to complete the work inside the unit.

11. I find that by refusing to allow the Landlord to enter the rental unit, the Tenant has substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another lawful right of the Landlord. The Landlord has a lawful right and obligation to maintain the rental unit in accordance with the Act and to comply with the LTB's previous order requiring work to be completed in the rental unit.
12. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination.
13. The Tenants were served a Notice of Termination on September 2, 2025, allowing them 7 days to correct the behaviour. The voiding period would have run from September 3, 2025, to September 9, 2025.
14. The Landlord attempted to enter the rental unit on September 5, 2025, after providing notice of entry two days earlier and that entry was denied.
15. Therefore, I find that the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the Act.

Compensation for damage

16. The Landlord claims they incurred or will incur reasonable out-of-pocket expenses of \$953.40 in relation to the furnace being repaired. These expenses were addressed at paragraph 87 of the previous LTB order, LTB-L-102390-24, which states;

"87. There was no dispute that the Tenants paid \$868.18 for the furnace repair authorized by the Landlord. The Tenants provided a copy of an invoice in support of this expense into evidence (DOC-5260559). Therefore, I find that the Tenants are entitled to reimbursement from the Landlord of \$868.18.
17. The Landlord's Legal Representative advised that since that previous application was heard, new evidence/ information about this expense has come forward, and the Landlord now disputes that the Tenant paid the invoice.
18. However, it would not be appropriate for the Landlord to revisit this issue in the present application, when it has already been adjudicated by the Board. If the Landlord wished to challenge a determination in the previous order, they could have done so by way of a request for review in the other proceeding. Accordingly, this claim is denied.
19. The Landlord sought out of pocket expenses in the amount of \$1,200.00 in relation to the contractor invoices that he was billed due to the Tenants' refusal of entry. However, this expense was not claimed in the L2 application, and, therefore, the claim is denied.

Harassment

20. Harassment is not defined in the Act, but it can be reasonably defined as a course of action which a reasonable person knows, or ought to know would be unwelcome by the other person, which is pursued for no legitimate, lawful purpose.
21. In support of Billy's assertions regarding harassment by the Landlord, he raised the following issues/incidents.
- Installation of 3 cameras
 - Lights, sirens, and yelling coming from the cameras installed
 - Landlord drives his car to the rental property as early as 5:45am when the Tenant is trying to leave for work, and continues to stay on the property for unknown reasons
 - The Landlord attempted to use his own car to hit the Tenants car when he was leaving for work
 - Blocks him from using the driveway
22. The Tenant testified that since the last hearing date with the LTB, which was on July 15, 2025, with an order dated July 25, 2025, the Landlord has since installed 3 cameras on the property. 1 on a pole which is directly outside their living room window, the 2nd one is installed on the shed pointing directly at their front porch and front door, and the 3rd camera on the shed facing the backyard on the Tenants' portion of the property. Lights and sirens go off from the cameras, which was supplied as evidence from the Tenant. When the Tenants are on the porch the Landlords speak to them through the cameras as well. The Tenant provided videos in evidence, within videos I could only hear her muffled voices, but I could not make out what was being said, but I did see and hear within the Tenant's evidence lights and sirens going off.
23. The Tenant further testified that the Landlord is at this property as early at 5:45 a.m. just sitting in his car for an unknown reason. The Landlord was not there when the Tenant started his car, but within 10 minutes of starting his car, the Landlord was there. The Tenant provided evidence of this.
24. The Tenant testified and provided video evidence that on October 28, 2025, at 4:57 a.m. the Landlord was again at the property. This time, the Tenant attempted to leave the property to head to work, and the Landlord drove his own vehicle directly towards the Tenants vehicle. It is shown within the video that if the Tenant did not back up his vehicle, the Landlord may have hit the Tenants vehicle as the Landlord was headed directly into the direction of the Tenants car.
25. The Tenant was cross examined on his evidence given, which determined that that he had the date of September 12, 2025, which was the harassment through the camera and the October 28, 2025, date but no further dates to provide when it came to the incidents with the Landlord. He had no dates to provide as the videos were taken from his cell phone. The driveway is not a shared driveway, and the Tenant testified under cross examination that the Landlord does not work on the property and there is no reason for the Landlord to sit there for 2 hours after he leaves for work.

26. The Tenant testified under cross examination that there is nothing from the Board ordering the Landlord not to attend the property, but the Tenant testified that it is ongoing harassment from the Landlord.
27. I find the Tenant's evidence and oral testimony credible and consistent, and I find this to be a pattern of the Landlord as there was a previous order from the Board in relation to the Landlord harassing the Tenant.
28. When making my determination I need to consider the serious breach of the Landlord's responsibilities under the Act, and I find it a serious breach not only for his actions, but in addition, after being before the Board, not even 6 months later, the Tenant had new and ongoing s.83 issues in relation to ongoing harassment
29. Subsection 83(3)(a) of the Act provides that the LTB shall refuse to grant an application for eviction where satisfied that:

the landlord is in serious breach of the landlord's responsibilities under this Act or of any material covenant in the tenancy agreement.
30. After all the evidence and testimony, I am satisfied that the Landlord is in serious and ongoing breach as per section 22 and section 23 of the Act.
31. Consequently, the Landlord's request for eviction is refused.

It is ordered that:

L1 Application

1. The Tenants shall pay to the Landlord \$21,00.00 which is rent owing to February 28, 2026.
2. If the Tenants do not pay the Landlord the full amount owing on or before February 23, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 24, 2026 at 4.00% annually on the balance outstanding.

L2 Application

3. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.

(a) The Tenant will allow the Landlord access into the rental unit with proper 24-hour notice to satisfy the outstanding issues on the previous LTB Order from LTB-L-102390-24
4. If the Tenant fails to comply with the conditions set out in the paragraph noted above in this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must

make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

February 12, 2026
Date Issued

Samantha Greaves
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on September 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.