



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-092496-24

In the matter of: 83 STONEFIELD LANE
ILDERTON ON N0M2A0

Between: Michael Harris Tenant

And

Charlotte Wilson Landlord

Michael Harris (the 'Tenant') applied for an order determining that Charlotte Wilson (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 29, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$198.00.
2. The parties agreed that the rental unit is a room in a rooming house and the Tenant vacated May 31, 2025.
3. The Tenant testified that on November 8, 2024, he received a call from the Landlord informing him that she had entered his room to turn off his fan. The Tenant testified that just previous to this he had missed a call from the Landlord.
4. The Landlord testified that she had entered the Tenant's room to turn off his fan because she received several calls from other Tenant's who were concerned that they heard the Tenant's fan short circuiting in his room. She testified that she called the Tenant several times and he did not answer so she messaged the Tenant to inform him he would be entering his room to turn off the fan. She testified that when she entered the fan was making a short-circuiting sound, and she turned it off.

5. Interpretation Guideline 19 states:

Sections 26 and 27 of the RTA describe the situations in which a landlord may enter the rental unit.

Entry without notice

Section 26 provides that a landlord may enter the rental unit without notice:

- *in cases of emergency;*
- *If the tenant consents to the landlord entering the unit at the time the landlord enters;*
- *where the tenancy agreement requires the landlord to clean the rental unit at regular intervals, the landlord may enter at the times specified in the agreement, or, if no times are specified, between 8:00 a.m. and 8:00 p.m.; and*
- *if the landlord and the tenant have agreed the tenancy will be terminated or one of them has given notice of termination to the other, the landlord may enter the unit to show it to prospective tenants between 8 a.m. and 8 p.m. and, before entering, the landlord informs or makes a reasonable effort to inform the tenant of the landlord's intention to enter. A landlord must make reasonable efforts, depending upon the facts and circumstances of each case, to give the tenant advance notice in order to permit the tenant to be prepared for entry into the unit by the landlord to show the unit to prospective tenants.*

A landlord may not enter the rental unit without notice to perform repairs even where the tenant has requested the repairs unless the landlord obtains the tenant's consent to enter the unit at the time the landlord goes to the unit to make the repairs.

Entry with notice

Section 27 provides 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 in the following circumstances:

- *to carry out a repair or replacement or to do work in the unit;*
- *to allow a potential mortgagee or insurer of the residential complex to view the rental unit;*
- *to allow a person who holds a certificate of authorization within the meaning of the Professional Engineers Act or a certificate of practice within the meaning of the Architects Act or another qualified person to make a physical inspection of the rental unit to satisfy a requirement imposed under subsection 9 (4) of the Condominium Act, 1998;*
- *to carry out an inspection of the rental unit, if,*
 - i. *the inspection is for the purpose of determining whether or not the rental unit is in a good state of repair and fit for habitation and complies with health, safety, housing and maintenance standards, consistent with the landlord's obligations under subsection 20(1) or section 161 of the RTA; and*

ii. *it is reasonable to carry out the inspection.*

- *for any other reasonable reason for entry set out in the tenancy agreement.*

In addition, s. 27(2) of the RTA provides that the landlord, or, with the landlord's written authorization, a broker or salesperson registered under the Real Estate and Business Brokers Act, 2002, may enter a rental unit provided that they have given written notice to the tenant at least 24 hours before they enter to allow a potential purchaser to view the unit.

In any case where at least 24 hours written notice has been given to the tenant, the written notice must set out:

- *the reason for entry;*
- *the date the landlord will enter; and*
- *the time of entry between 8:00 a.m. and 8:00 p.m.*

6. While the guideline is not binding on me, I find no reason to deviate from it here. It does not appear to be disputed that the Landlord failed serve the Tenant with a valid notice of entry at least 24 hours in advance setting out the reason for the entry, the date, or the entry and the time of the entry.
7. It is also clear that the Tenant did not consent to the entry. The Landlord appears to rely on an assertion that they entered because of an emergency, however I do not accept this argument. The Landlord provided no documentation to verify that the fan was short circuiting at the time she entered or otherwise at risk of causing a fire. With the benefit of hindsight it is clear that the fan did not short circuit or cause a fire. However, I have also considered whether at the time the Landlord had a genuine belief that it was a fire risk and am not satisfied this is the case.
8. None of the Tenant's who believed the fan posed a fire risk were called to testify, and while the Landlord provided a affidavit from a Tenant Yasin Issa, it is vague and asserts only that the Tenant "was aware that concerns were raised by other Tenant's about a potential fire hazard" It does not identify a date for these concerns, and does not indicate that the speaker themselves had any such concerns.
9. Instead, I am prepared to infer, given the Landlord's clear aversion to utility usage, explored further in this order, that her entry was motivated not by fear of fire, but to turn off the Tenant's fan while he was not in the room to reduce utility usage.
10. Therefore, I find that the Landlord entered the rental unit illegally.

The Laundry Room

11. The Tenant testified that the Landlord locked the laundry room from between 7:00am and 7:00pm from November 1, 2024, to November 24, 2024, when it was officially reopened, though he testified that it may have been unlocked "unofficially" earlier. The Tenant also

testified that it was sometimes left locked beyond 7:00pm or locked when his clothes were inside.

12. The Tenant testified that the lease does not speak to laundry usage. However, he had a discussion with the Landlord and agreed not to do laundry during peak electricity hours.
13. The Tenant allowed that he would sometimes do laundry during these peak usage hours.
14. The Landlord disagreed that the laundry room was locked from November 1, 2024 to November 24, 2024. While she struggled to provide the dates that the laundry room was locked she testified that it was only locked for a total of two days.
15. The Landlord testified that the lease does not discuss laundry, but there was a verbal agreement before and during signing that the Tenant would not do laundry during peak hours. These being Monday – Friday from 7:00am to 7:00pm. The Landlord testified that she pays the first \$400.00 of any utilities incurred by the complex and any excess charges were passed through to the Tenant's. Therefore, all the Tenants all Tenants agreed not to do laundry during so no charges would be incurred.
16. The Landlord testified that she was receiving complaints from the other Tenant's that the Tenant was breaking this agreement and doing laundry during peak hours, so she locked the laundry room.
17. With respect to the length of time the room was locked I prefer the evidence of the Tenant over that of the Landlord as parties had previously indicated that they agreed that the laundry room was locked from November 1, 2024, to November 24, 2024, and while the Landlord claimed it was locked for only two days she had difficulty recalling when this occurred.
18. With respect to substantial interference, I am not satisfied that the Tenant has demonstrated that the locking of the room alone constitutes substantial interference as the parties had previously agreed that the laundry room would not be used between 7:00am and 7:00pm.
19. However, on at least one occasion it appears that the laundry room was locked while the Tenants clothing was still inside, and I am satisfied that this conduct interferes with the Tenant's reasonable enjoyment and ought reasonably be known to be unwelcome by the Landlord, as it prevented the Tenant from accessing his clothing.
20. Therefore, I find that the Landlord substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

Harassment

21. The Tenant testified that on November 8, 2024 the Landlord locked the laundry room while the his clothing was inside and left it locked beyond 7:00pm. He testified that he sent the Landlord a message about this, and the Landlord attended the rental unit. He testified that he could not recall who raised their voice first, but that the discussion escalated into a shouting march and the Landlord yelled at and belittled him and told him that he was the worst Tenant ever.

22. The Landlord testified that the Tenant asked her to come and unlocked the laundry room around 5:30pm and when she opened the door the Tenant pushed it back towards her and told her that she was not allowed to enter without notice. She testified that the Tenant was the aggressor during the interaction and while she allowed that she had raised her voice she testified that there was not shouting match between the parties and denied calling the Tenant any names, or using foul language.
23. I am not satisfied that the Tenant has demonstrated that the Landlord harassed him. The term harassment is not defined in the Act, however the Board often applies the definition from the Ontario Human Rights Code, which is engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. To determine whether a landlord's conduct harasses, obstructs, coerces, threatens or interferes with a tenant, the LTB will generally consider the cumulative effect of the landlord's conduct upon the tenant in the context of the landlord-tenant relationship.
24. In this case I found the parties to be equally credible and reliable with respect to the events of November 8, 2024, and no witnesses were called to testify as to the events of November 8, 2025. Ultimately as this is a Tenant's application the onus is on the Tenant to demonstrate that the Landlord harassed him, which is denied by the Landlord, while I am prepared to accept that the parties engaged in a heated discussion, I note that the Tenant indicated that he could not recall who raised their voice first, and I am not satisfied that the Tenant has demonstrated that the Landlord was the aggressor during this interaction, or that her behaviour constitutes harassment.
25. Therefore, I find that the Landlord did not harass, obstruct, coerce, threaten or interfere with the Tenant.

Remedies

26. The Tenant sought a rent abatement of \$150.00. Given that I have found the Landlord both entered the unit illegally and interfered with the Tenant's enjoyment, I am satisfied that this modest abatement is appropriate. Therefore, I find that a rent abatement of \$150.00 is appropriate in the circumstances.
27. The Tenant also sought a fine. While I have found in the Tenant's favour in a limited way, I am not satisfied that the Landlord's behaviour was so egregious as to warrant a fine. The illegal entry was a limited single occurrence, and the interference comparatively minor. Therefore, I am not satisfied that a fine is appropriate.
28. The Tenant also sought a rent differential of \$150.00 and moving expense of \$101.10. However, I am not satisfied that the Tenant has demonstrated that they vacated the rental unit because of the Landlord's actions or that it was reasonable to do so. I note that the Landlord's infractions were relatively minor and occurred in November 2024, and the Tenant did not vacate the rental unit until May 31, 2025. Therefore, I am not satisfied that the Tenant has demonstrated that they moved out of the rental unit because of the Landlord's actions, and declined to award a differential or moving costs.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$198.00. This amount represents:
 - \$150.00 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 22, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 22, 2026, the Landlord will owe interest. This will be simple interest calculated from February 23, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 11, 2026
Date Issued

Reid Jackson
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.