



Order under Section 31 Residential Tenancies Act, 2006

Citation: Gazdag v Neudorfer Management (Triplexes) Corporation, 2026 ONLTB 13740

Date: 2026-02-17

File Number: LTB-T-047861-24

In the matter of: Upper, 1123 LANSDOWNE AVE
TORONTO ON M6H3Z7

Between: Kristina Gazdag Tenant

And

Neudorfer Management (Triplexes) Corporation Landlord

Kristina Gazdag (the 'Tenant') applied for an order determining that Neudorfer Management (Triplexes) Corporation, (the 'Landlord'):

- entered the rental unit illegally;
- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys; and
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on February 2, 2026.

The Landlord's Legal Representative, Sabrina Marchionne, the Tenant's Representative, Gilles Frenette, and the Tenant attended the hearing. Zoltan Lengyl (ZL), the Maintenance Supervisor, and Nick Papageorgiou (NP), the Landlord's Agent, testified on behalf of the Landlord.

Determinations:

1. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant a total of \$548.00 for the illegal entry and illegal lockout. This amount also includes the application filing fee.

Preliminary Issue:

2. The Landlord's Legal Representative submitted that the application be dismissed due to a the general broad description of the allegations. For example, that there are no dates, no

clear details, and it is unclear what exactly the Tenant is seeking. The Landlord's Legal Representative indicated they already attended an Adjudicative Case Conference on October 6, 2025, which afforded time for the parties to make amendments to the application, and none were made by the Tenant.

3. The Tenant clarified her position on the application. The Tenant indicated there are three issues to be heard: that the Landlord illegally entered the rental unit; that the Landlord changed the locks; and that the Landlord harassed the Tenant's guests.
4. The Tenant also clarified the remedies requested. The Tenant sought \$500.00 for the illegal entry and illegal lockout, \$1,200.00 for Airbnb financial losses, and \$100.00 for the harassment of the Tenant's guest. The Tenant also requested that the Board issue an order that the Landlord stop harassing the Tenant's guests and stop harassing them about their Airbnb business.
5. It is clear in the application that the illegal entry and lockout occurred on July 21, 2023. With regards to the issue that the Landlord harassed one of her guests, in the application the Tenant wrote, "the Landlord unreasonably interfered with guests by accosting Krystina's friend Clara, and demanding information". The date of this incident was listed in the application as July 17, 2023.
6. Although the standards for a notice of termination is set out in *Ball v Metro Capital Property*, 2002, OJ No 5931 (Div Ct) do not apply to Tenant applications, there are considerations of procedural fairness that require a landlord to have adequate notice of the claims against them and so that they may respond.
7. I find that there are enough details in the application for the Landlord to adequately respond to the Tenant's allegations. As the burden of proof rests with the Tenant as it is a Tenant's application, it is up to the Tenant to prove on a balance of probabilities that it is more likely than not, that the allegations as set out in above occurred.
8. Therefore, I have amended the application to only include those three issues and have amended the application to include the remedies sought by the Tenant. I was satisfied that the Landlord was not prejudiced by the amendments that were brought forward and that they understood the allegations to be heard.

Illegal Entry and Illegal Lockout

9. The Tenant indicates that on July 21, 2023, the Maintenance Supervisor, ZL, and the Superintendent Anges Zolton illegally entered her rental unit and changed the locks.
10. The Tenant indicates while she was vacationing in Europe, she began receiving emails from the Landlord's Agent, NP. NP sent her an email dated July 17, 2023 that it came to his attention that the Tenant was renting out the rental unit illegally by way of subletting and using her unit as an Airbnb without the permission of the Landlord. NP sent the Tenant another email dated July 21, 2023, which said, "You have not responded to the previous email below. We have changed the locks on 1123 Landsdowne Ave., upper and wait your call or email to explain. If you yourself return to occupy the rental unit we will supply you with a key."

11. The Tenant responded and advised her friend, Clara, and her parents were staying at her apartment for free. The Landlord responded that they spoke to Clara, and that the Landlord believes Clara in turn let other people come and go and that the neighbors were wondering what was going on. The Landlord also stated that he put the original locks back on the rental unit.
12. NP does not deny that there was no notice of entry provided to the Tenant and does not deny the locks were changed by ZL. ZL does not deny entering the rental unit and changing the locks on the date in question.

Harassment of Tenant's Guest

13. The Tenant provided into evidence email messages between NP and the Tenant that occurred on July 21, 2023. In the email, NP states that he spoke to the Tenant's guest, Clara, about her stay in the Tenant's rental unit. NP does not deny speaking to Clara and states he did so because neighbors were wondering what was going on with people coming and going in and out of the rental unit. The guest, Clara, was not present to testify.

Analysis

14. The Act contains rules that a landlord must follow in order to enter a rental unit occupied by a tenant. If a landlord enters a rental unit in violation of the rules it is considered an illegal entry. In accordance with s. 26 of the Act, in part, a Landlord may enter the rental unit without notice if there is an emergency, or if the tenant consents to entry at the time of entry. In accordance with s. 27 of the Act, the Landlord may enter the rental unit in accordance with written notice given at least 24 hours before the time of entry under certain circumstances as defined under the Act.
15. In this situation, the Landlord did neither of these things. The Landlord entered the unit without consent of the Tenant and without written notice. There was no emergency. NP testified the reason for entry was because he felt the Tenant was renting the unit out unlawfully. Even if that were the case, NP had no legal authority to authorize ZL to enter the rental unit. Should the Landlord feel that the Tenant is renting the unit illegally, the Landlord has the right to file an application with the Board, and must wait for the Board to determine the merits to those allegations. It does not give the right to the Landlord to enter the unit illegally.
16. Once the Landlord entered the rental unit, the Landlord changed the locks. Once the Tenant became aware the Landlord did this, the Tenant told ZL she had guests in the rental unit. The Landlord then changed the locks back approximately 4 hours after he initially changed the locks. No key was provided to the Tenant or the Tenant's guest.
17. The Landlord had no legal authority under the Act to change the locks to the rental unit. The Tenant testified she was overseas for a month on holidays and was stressed out in dealing with the illegal entry and illegal lockout.
18. Therefore, I find that the Landlord entered the unit illegally and altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant or the guest of the Tenant replacement keys.

19. With regards to the harassment claim, s. 23 of the Act states that “a landlord shall not harass, coerce, threaten, or interfere with a tenant.”
20. Though the Act does not define harassment, the Board has relied on the definition in the *Ontario Human Rights Code* which is, “engaging in a course of vexatious comment or conduct that is known or reasonably ought to be known to be unwelcome”. Generally, harassment is a behaviour that persists over time, however, serious one-time incidents also can sometimes be considered harassment.
21. The harassment allegation surrounds the incident that took place on July 17, 2023, which I have considered to be indirectly harassing the Tenant through the Tenant’s guest. Clara, the guest that was allegedly harassed, was not present to testify. The Landlord’s Agent does not deny asking the Tenant’s guest about whether she was staying at the rental unit. The Landlord’s Agent stated he did so because other guests were wondering about it. I find that in this case, in order for harassment to be established, there must be a pattern of harassing the Tenant’s guests. The application was for the one incident on July 17, 2023 and I do not find that one incident raises to the level of harassment.

Remedies

22. The Tenant is requesting \$500.00 for the illegal entry and illegal lockout. The leading case for an illegal entry is the Divisional Court’s decision in *Wrona v. Toronto Community Housing Corp.*, [2007] O.J. No. 423 (Ont. Div. Ct.). In that case, the Tenant was provided with notice but the notice failed to meet the mandatory requirements of the Act. The court awarded the tenant \$1,000.00 for a single entry. As *Wrona* is the leading case from the higher courts of Ontario with respect to privacy rights, I believe the remedy awarded by the Court in that case is the starting point for determining the appropriate amount to award the Tenant in this case. However in *Wrona*, there had been a history of disputed notices of entry. There is no such history in this case.
23. Therefore, I find that \$500.00 is appropriate in this case and the Landlord shall be ordered to pay the Tenant this amount.
24. The Tenant was asking for an order that the Landlord not harass her guests, and \$1,200.00 in the loss of her Airbnb business. Remedy has to flow from the breach and it does not for both instances. Harassment was not established therefore no order to cease the harassment shall be issued. The Act only awards remedies for residential purposes. The Tenant is requesting \$1,200.00 for commercial purposes and there is no statutory remedy for that.
25. It appeared that the parties wanted a determination as whether or not the Tenant was permitted under the Act to run her Airbnb business and whether this constituted a subtenancy. This is not the application before me. I did not consider the issue.
26. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$548.00. This amount represents:

- \$500.00 for the illegal entry and illegal lockout.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 28, 2026.
 3. If the Landlord does not pay the Tenant the full amount owing by February 28, 2026, the Landlord will owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
 4. If the Landlord does not pay the Tenant the full amount owing by February 28, 2026, the Tenant may recover this amount by deducting \$548.00 from the rent on March 1, 2026.

February 17, 2026

Date Issued

Paula West Oreskovich
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.