



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-L-006795-25-RV

In the matter of: 8, 115 Foxridge Drive
Toronto ON M1K2G4

Between: 1916923 Ontario Inc Landlord

And

Ashley Scott-Montgomery Tenant

Review Order

1916923 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Ashley Scott-Montgomery (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.

The Landlord also applied for an order requiring 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 resolved by order LTB-L-006795-25 issued on July 9, 2025.

On August 7, 2025, the Landlord requested a review of the order.

On August 8, 2025 interim order LTB-L-006795-25-RV-IN was issued, directing the request to a hearing.

On September 8, 2025, interim order LTB-L-006795-RV-IN2 was issued, granting the review and directing the application to be reheard.

This application was reheard by videoconference on February 17, 2026.

The Landlord's Agent, Stephan McIntyre, and the Tenant attended the hearing.

The following witnesses testified at the hearing:

Graham McIntyre, co-owner/Property Manager, on behalf of the Landlord

Jason Smith, contractor, on behalf of the Landlord
David Scott, Tenant's son/Occupant, on behalf of the Tenant

Determinations:

1. On November 13, 2025, the Landlord submitted a request to amend their application to clarify that the application was filed pursuant to a second non-voidable Notice to End your Tenancy For Interfering with Others, Damage or Overcrowding (N5 Notice) pursuant to section 68 of the *Residential Tenancies Act, 2006* (the 'Act').
2. There was no dispute that with this application, the Landlord had filed four N5 Notices, two first N5 Notices and two second N5 Notices. At the outset of this hearing, the Landlord clarified that they are relying on the first N5 Notice dated November 15, 2024 which provided a termination date of December 15, 2024, and the second N5 Notice dated November 29, 2025 which provided a termination date of December 31, 2024.
3. This matter had been adjourned previously on more than one occasion for the parties to be clear on the amendment and ensure that they each disclosed supporting evidence as directed. The Tenant did not oppose the amendment or the clarification of which N5 Notices presented by the Landlord.
4. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated as of March 15, 2026, the amount owing to the Landlord from the Tenant for reasonable out-of-pocket expenses due to the substantial interference and the costs of the application shall be deducted from the Tenant's last month's rent deposit and any interest owing on the deposit.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. On November 15, 2024, the Landlord gave the Tenant a first N5 Notice pursuant to section 64 of the Act. The N5 Notice contains the following allegations:
 - Your behaviour of someone visiting or living with you has substantially interfered with another tenant's or my reasonable enjoyment of the residential complex and/or lawful rights, privileges, or interests
 - On November 9, 2024, a notice of entry was served on the Tenant for entry on November 13, 2024 between 9:00 a.m. and 5:00 p.m. to inspect and carry out any required repairs pursuant to the Tenant's complaint.
 - On November 9, 2024, the Tenant sent an email refusing entry by the Landlord's Agent.
 - On November 12, 2024, the Landlord re-iterated its notice of entry for November 13, 2024.
 - On November 13, 2024 at 10:00 a.m., the Tenant refused entry to the Landlord's Agent, contractor and private security officer. The Tenant also threatened to call police

7. There was no evidence that the Tenant continued to refuse entry into the unit within seven days after receiving the N5 Notice. Therefore, the Tenant voided the N5 notice of termination in accordance with s.64(3) of the Act.
8. On November 29, 2024, the Landlord gave the Tenant a second N5 Notice pursuant to section 68 of the Act. The second N5 Notice contains the following allegations:
 - Your behaviour of someone visiting or living with you has substantially interfered with another tenant's or my reasonable enjoyment of the residential complex and/or lawful rights, privileges, or interests.
 - This is the second N5 for refusal of entry in November 2024.
 - On November 14, 2024, the Tenant contacted the City of Toronto to demand action on her complaint. The City contacted the Landlord about an alleged roof leak impacting the Tenant's unit. The Landlord inspected the exterior of the unit on November 20, 2024 and was unable to observe any potential leak. This was discussed with the City who ordered the Landlord to carry out an inspection, assessment from inside the unit and complete required repairs.
 - On November 23, 2024, a notice of entry was served on the Tenant for entry on November 25, 2024 between 9:00 a.m. and 5:00 p.m. to inspect and carry out any required repairs pursuant to the Tenant's complaint.
 - On November 23, 2024, the Tenant sent an email refusing entry by the Landlord's Agent.
 - On November 25, 2024 at 10:20 a.m., the Tenant refused entry to the Landlord's Agent, contractor, and private security officer. The Tenant also threatened to call police

9. Section 68 of the Act provides that:

A landlord may give a tenant notice of termination of the tenancy if,

(a) a notice of termination was given to the tenant under section 62, 64 or 67; and

(b) more than seven days but less than six months after the notice mentioned in clause (a) was given to the tenant, an activity takes place, conduct occurs or a situation arises that constitutes grounds for a notice of termination under section 60, 61, 62, 64 or 67, other than an activity, conduct or a situation that is described in subsection 61 (1) and that involves an illegal act, trade, business or occupation described in clause 61 (2) (a).

10. Based on the evidence before me, I was satisfied that the Landlord was entitled to serve the second N5 Notice pursuant to section 68 of the Act. The Landlord's Agent provided a copy of the notice of entry dated November 23, 2024 into evidence (DOC-7064609pg82). I was satisfied that the notice of entry complies with subsections 27(2) and 27(3) of the Act. The notice of entry sets out the reason, date of entry, and a time of entry between the hours of 8 a.m. and 8 p.m., and was provided to the Tenant at least 24 hours in advance of the stated entry date.

11. The Tenant did not dispute that she refused entry to the Landlord's Agent, Graham McIntyre, GM on both November 13, 2024 and November 25, 2024 or that notices of entry were served. The Tenant maintained that she does not feel comfortable or safe with GM in her home or around her family. She stated that she feels harassed by GM by constantly receiving N5 notices and court dates. She also stated that she does not feel it is necessary for GM to entry her unit as the contractor can come alone to do the work. She further stated that GM has attempted to repair her bathroom ceiling at least twice previously and it needs further repair asserting that he is not competed to conduct repairs.
12. The Tenant asserted that these entries by GM are just another way to harass her. With respect to her allegations of harassment, she stated that she had a parking removed, an attempted illegal eviction with the Sheriff in 2023, and GM has followed and made rude remarks about her son and his girlfriend around the residential complex. She also stated that she reported GM's conduct to the police. She further stated that she has advised the Landlord by email and text many times that she does not want GM in her unit and submits that the Landlord should send someone else to inspect and do the repairs.
13. The Tenant's son, David Scott, DS testified that his mom has on-going issues with GM coming into the unit because there was a point in time he had messaged her late some stuff late at night one time that made her uncomfortable and then just passing comments and stuff like that made their relationship not good. DS also testified that GM would talk out loud in insulting ways as his girlfriend and he passed by and would stand outside their door and eavesdrop even though he was asked to leave. DS further testified that he is not comfortable with GM coming into the unit purely because GM is much larger than him and he would not want to be around him for an extended period of time.
14. The Landlord's Agent, Stephan McIntyre, SM, stated that he is retired and his son GM is the property manager for the complex. He confirmed that the residential complex has three storeys and ten units. He also stated that this is a family business and it has been unbelievable frustrating to not be able to gain access to the Tenant's unit. He further stated that the Tenant's allegations are unfounded and amount to harassment as she screams at GM whenever he is at the property and constantly threatens to call police. He stated he is concerned for GM's safety and well being because of the Tenant's continued conduct.
15. SM stated that the police advised to have a third party attend with GM during entry into the Tenant's unit so they hired a security officer to be there on both of the above entry dates. In support of this assertion, SM provided copies of the Security Officer's reports and invoices for the entries on November 13, 2024 and November 25, 2024 into evidence (DOC-7064609pgs66,68,85,86). The Security Officer's report for the occurrence on November 25, 2024 stated the following:

"At 10:20 a.m., the owner, s/a, arrived at apartment #8 and the owner just knocked the door then the tenant came and shouting on us as well as she gave us warning of police because she said she was not feeling comfortable with the landlord but the landlord did not do anything like that. After this, she slammed the door even after this we waiting for two minutes but she did not open the door. The security guard had also recorded all this situation."

16. The invoices provided into evidence by the Landlord were dated November 14, 2024 and November 26, 2024 respectively, and each were for \$226.00 for security officer escorts totaling of \$452.00.
17. GM testified that on November 13, 2024 that Jason Smith (JS), an officer from Prime Watch Security and he attended the unit wherein he knocked on the door and as soon as the Tenant opened the door, she was irate and told him that he was not allowed into the unit. He also testified that he told the Tenant that he was just there to do a job. He further testified that the Tenant closed and locked the door and called the police.
18. GM also testified that a Police Officer had contacted him as the Tenant made a report to them. He testified that the Tenant had made false accusations about him harassing, stalking, and having indecent communications with her. He testified that he informed the Police Officer that none of that was true and that they were just there to do repairs that the Tenant had requested and in fact she had complained to the City regarding these same repairs the day after she denied entry. He testified that he had advised the Police Officer of the upcoming entry for November 25, 2024 and was told that was okay. In support of his assertions, a copy of the Toronto Police Services General Occurrence ('Report') dated November 21, 2024 was provided into evidence (DOC-7064609pgs72-73). According to the Report, it stated "both parties complaining of rude behaviours and all stems from landlord and tenant issues better dealt with by way of landlord tenant board."
19. GM further testified that on November 25, 2024 that JS, an officer from Prime Watch Security, and he attended the unit and immediately after he knocked on the door, the Tenant said, "not welcome in here," and that "the police will contact you." GM testified that he asked the Tenant if she is refusing entry and she closed and locked the door. GM confirmed that there was no further contact by police.
20. Under cross-examination, GM responded that "he has done nothing to make you feel uncomfortable." Also, under cross-examination, when asked why he needs to enter, GM replied because it is his job, he can do some work himself, or he needs to instruct the contractors, he cannot just write a blank cheque to a contractor.
21. JS, the Landlord's contractor, who is also GM's brother-in-law, testified that on both November 13, 2024 and November 25, 2024, when attending the rental unit to do some repairs the Tenant refused entry. He testified that the Tenant was rude and aggressive, and screamed from the back side of the door. He also testified that no one was allowed in the unit. He further testified that he is willing to go in without GM, but it is GM who has to make the assessment for what work is to be done, as the owner, and also it may be a two man job.
22. Under cross-examination, JS confirmed that the Tenant did say that "Graham is not allowed in my home," but she also closed and locked the door not allowing any of them in the unit. Under cross-examination, JS also confirmed that he cannot go into the unit without GM as it is his building, cannot make decisions, and they need to inspect the affected area then determine the work to be done, as well they may need to come back with the right tools and materials.

Law and Analysis

23. Section 27 of the Act 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 under the following circumstances:

1. To carry out a repair or replacement or do work in the rental unit.
2. To allow a potential mortgagee or insurer of the residential complex to view the rental unit.
3. 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.
4. 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, and
 - ii. it is reasonable to carry out the inspection.
5. For any other reasonable reason for entry specified in the tenancy agreement.

24. There was no dispute that GM is a co-owner of the Landlord company and that this is a family business, namely father and son. Stephen McIntyre testified that while although he is also a co-owner, his son GM is mostly responsible for the management of the residential complex. GM testified that he also has experience as a contractor and completes some repairs on his own without having to hire an outside contractor.

25. In accordance with subsection 27(1) of the Act, the Landlord, being SM or GM or someone they authorize, may enter a rental unit upon 24 hours notice to inspect or carry out a repair/replacement in the unit. Given this, I was satisfied that this amounts to a lawful right of the Landlord.

26. There was no dispute that the Tenant had complained of a maintenance issue in her unit and that she also contacted the City of Toronto regarding that maintenance issue. Subsection 20(1) of the Act provides that the Landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair. Given this, it is in the Landlord's best interest to ensure that a rental unit is in a good state of repair.

27. Therefore, when the Tenant denied/refused access to the Landlord on November 13 and 25, 2024 to inspect the rental unit in response to her maintenance complaints and effect

necessary repairs, I find that the Tenant substantially interfered with the Landlord's lawful rights and interests.

28. The Tenant maintained that she only refused access to GM. However, both GM and JS confirmed in their testimony that access was refused to everyone there. This was also supported by the third party security officer, who hired to be an escort, and wrote a report of the incident. Additionally, the Tenant's actions of closing the door and locking it, then threatening to call police amounts to a refuse of entry to JS and the security officer.
29. The Tenant also maintained that she feels uncomfortable with GM in her unit due to alleged past harassment by him. The Tenant's evidence before me of a history of harassment prior to her refusing these entries was insufficient. She asserted an attempt at an unlawful eviction which involved the Sheriff in the year prior to the refused entries. GM testified that there was an eviction order as a result of non-payment application being enforced by the Sheriff wherein it was only at that time they discovered that the Tenant had made full payment of the arrears.
30. Based on the evidence of the parties, I find it more likely than not that if the Sheriff was present or involved that the order was still enforceable at that time. If a tenant pays at any after the Sheriff was contacted but before they conduct the physical eviction, then only the LTB can determine that the order was voided and no longer enforceable. The Tenant did not provide any evidence that this order for eviction was in fact voided.
31. The Tenant made a general statement about her parking being removed. There were no further details provided, so I was not satisfied that this issue amounted to harassment. The Tenant testified that her son and his girlfriend were followed and ran after by GM. Yet, her son, DS, did not confirm these actions in his testimony. Instead, DS testified that GM had made insulting remarks last spring or summer (2025) as they walked past him. The refused entries by the Tenant occurred in November 2024 which is sometime before the alleged incidents DS asserted occurred.
32. Additionally, although DS mentioned in his testimony that his mom, the Tenant, had received unwelcomed texts late at night from GM at one point, the Tenant did not testify about this issue, nor provide a timeframe for these texts or copies of any text messages into evidence in support of this assertion. As well, the Tenant had not filed any harassment application against the Landlord at the LTB prior to her refusing these entries in November 2024. While the Tenant purports to feel uncomfortable with GM entering her unit, the evidence before me was insufficient to substantiate any reason for this feeling. In any event, a tenant does not have to be home when a landlord lawfully enters a unit.

Landlord's reasonable out-of-pocket expenses for Tenant's substantial interference

33. The Landlord has incurred reasonable out-of-pocket expenses of \$452.00. These expenses were incurred as a result of the Tenant refusing entry to the unit to the Landlord and their contractor on two separate occasions which amounted to a substantial interference with the Landlord's lawful rights and interests. The Landlord hired and paid for a security guard escort during these attempts.

Costs, last month's rent deposit and interest owing on the last month's rent deposit

34. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
35. The Landlord collected a rent deposit of \$1,100.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$170.26 is owing to the Tenant for the period from September 1, 2017 to February 17, 2026.
36. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

37. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would not be unfair to postpone the eviction until March 15, 2026 pursuant to subsection 83(1)(b) of the Act.'
38. The Landlord requested an order for termination and eviction. They submitted that the situation has become hostile and they have been unable to access the rental unit despite additional notices of entry being served. SM submitted that access to the unit for the annual fire safety inspection was denied last year and in previous years, the smoke detector had been discovered taped over. The Landlord also submitted that they do not believe there would be any order or outcome where the Tenant would permit entry into the unit in the future.
39. The Tenant requested that the application be dismissed and that the Landlord ordered to not allow GM to go to the unit. She submitted that the Landlord could just send someone else. The Tenant stated that she has resided in the unit for 8 years, she currently resides there with her adult son, his girlfriend, and her young son, only 2 years of age. She also stated that she has a connection to her fellow tenants and the community. She is returning to work as a PSW and her place of employment is close to the residential complex.
40. The Tenant maintained that the Landlord, GM, cannot attend her rental unit. She provided no alternative to facilitate how and when GM attending the rental unit to inspect, complete repairs or for any other reasons that may be required in the course of his duties as Landlord. In these circumstances, I was not satisfied that any conditional order would be complied with by the Tenant.
41. Additionally, I was satisfied that it would be unfair to order that the Landlord, GM, not be permitted to enter the rental unit. It is his lawful right as the Landlord and within his interests to ensure that he is meeting his obligations under the Act.
42. Therefore, given the Tenant's current stated circumstances, her history and her young child residing in the rental unit, I find that it would not be unfair to delay the eviction but only until March 15, 2026 to balance the potential safety and liability issues with the unit not being inspected by the Landlord for almost one and half years.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 15, 2026.
2. If the unit is not vacated on or before March 15, 2026, then starting March 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 16, 2026.
4. The Tenant shall pay to the Landlord \$452.00, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the substantial interference.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The Landlord owes \$1,270.26 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
7. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$632.26.
8. If the Landlord does not pay the Tenant the full amount owing on or before March 8, 2026, the Landlord will start to owe interest. This will be simple interest calculated from March 9, 2026 at 4.00% annually on the balance outstanding.

February 25, 2026

Date Issued

Lisa Del Vecchio

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.