



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

Citation: Chambers v Wellesley Parliament Square Apartments, 2026 ONLTB 18531

Date: 2026-03-02

File Number: LTB-T-041582-24-RV

In the matter of: 723, 240 WELLESLEY ST E
TORONTO ON M4X1G5

Between: Sasha-Gaye Orinthia Chambers Tenant

And

Wellesley Parliament Square Apartments Landlord

REVIEW ORDER

Sasha-Gaye Orinthia Chambers and Jason Robinson (the 'Tenant') applied for an order determining that Wellesley Parliament Square Apartments (the 'Landlord') entered the rental unit illegally.

This application was resolved by order LTB-T-041582-24 issued on May 21, 2025.

On June 13, 2025, the Tenant requested a review of the order.

On June 16, 2025, interim order LTB-T-041582-24-RV-IN was issued, staying the order issued on May 21, 2025.

On August 4, 2025, the Tenant's review request was granted with interim order LTB-T-041582-24-RV-IN2 being issued and the presiding Member directed the application to a fresh hearing.

This application was heard by videoconference on October 28, 2025.

The Tenant and the Landlord's Legal Representative, Charlie Bobrowsky, attended the hearing. Jovan Bojicic attended the hearing as a witness for the Landlord.

Determinations:

Preliminary Issue:

1. At the hearing, the Tenant requested that the T2 application be amended to remove Jason Robinson as a party the application as he vacated the rental unit before the application was filed. The Landlord's representative had no objection to the Tenant's request. I consented to the request and as such, Jason Robinson is removed as a party to the application.

T2 Application

Tenant's evidence

2. The Tenant testified she provided the Landlord with 60-days written notice to terminate the tenancy agreement, and this notice was accepted by the Landlord. The Tenant was in possession of the rental unit until April 30, 2024.
3. The Tenant testified that she moved most of her belongings out of the unit between mid-March and the end of March 2024. She stated that she left behind an air mattress, a toilet plunger, a toilet brush, a shower curtain, and shower curtain rings, intending to remove these remaining items when she returned the keys to the Landlord on April 30, 2024.
4. The Tenant testified that when she returned to the unit in late March or early April, the items she had left behind were no longer there, and painting equipment had been placed in the living room. She stated that she immediately went to the management office to ask about her belongings, but staff were unable to provide any information about the missing items or identify who had entered her rental unit.
5. The Tenant submitted a series of undated photographs as evidence. Most of the images depict painting equipment in the living room, along with additional photographs showing the area under the kitchen sink, the hallway, and the bathroom. Although she could not recall the exact dates the photographs were taken, she stated they were captured during her visit to the unit in late March or early April 2024.
6. The Tenant further testified that she did not receive a 24-hour written notice from the Landlord authorizing entry into the unit, nor did she have any expectation that the Landlord would begin painting before her tenancy had ended. She also stated that she was not contacted regarding any emergency that would have justified entry into the unit. The Tenant added there were no issues in the rental unit during March or April 2024.
7. The Tenant is seeking a rent abatement in the amount of \$1,775.01, equivalent to one month's rent and the replacement cost of her belongings in the amount of \$192.95.

Landlord's witness evidence – Jovan Bojicic ('J.B.')

8. J.B. testified that on March 18, 2024, the Landlord received a report from the tenants in the unit below that their unit was flooding due to an issue originating from the unit above. He stated that he entered the Tenant's unit and discovered the kitchen sink clogged and overflowing. He further testified that the unit appeared vacant, noting there was no furniture present, the refrigerator was empty with the door propped open, a small box was left near the balcony door which he thought was garbage, as well as a small coffee table and empty boxes. These observations led him to believe the Tenant had already moved out.
9. The Landlord's representative submitted photographs taken on March 18, 2024, to corroborate J.B.'s testimony regarding the condition of the rental unit. The photographs depict the items and state of the unit as he described however, no photographic evidence was provided to establish that a flood had occurred.

10. The Landlord's representative submitted that the balance of the Tenant's belongings left in the unit and as claimed in the application may have been removed by the Landlord's cleaning company and stated the Landlord does not dispute the amount claimed of \$192.95.

Analysis and Legislation

11. Section 25 of the *Residential Tenancies Act, 2006* (the 'Act') provides that a landlord may only enter a rental unit in accordance with ss. 26 or 27 of the Act. Sections 26 and 27 of the Act set out the circumstances under which a Landlord may enter a rental unit.
12. Section 26 delineates those situations where a landlord is permitted to enter without notice: in emergencies; where the tenant consents at the time of entry; where the tenancy agreement requires the landlord to enter at regular intervals in order to clean; and to show the unit to prospective tenants.
13. Section 27 of the Act covers entries that are permitted with written notice and sets out the minimum requirements for entry notices, including that written notice of entry must be delivered at least 24 hours prior to the entry.
14. There was no dispute that the Tenant gave 60-days written notice to terminate the tenancy agreement, and the termination date was April 30, 2024. This means the Tenant is considered in possession of the rental unit until the termination date.
15. It is plain from the evidence provided by the Tenant and the Landlord that an employee of the Landlord entered the rental unit, without prior notice to the Tenant as required by the Act, on or about March 18, 2024.
16. In this matter, I give greater weight to the Tenant's evidence. The Landlord's witness was credible however, entry into a rental unit without prior notice is prohibited unless justified by an emergency. The Landlord provided no supporting documentation to establish that an emergency existed, and such evidence would ordinarily be required to substantiate the Landlord's defence to the Tenant's allegation of unlawful entry.
17. I am therefore satisfied that the Landlord illegally entered the rental unit on or about March 18, 2024.
18. The illegal entry of a rental unit is a breach of privacy. The leading case with respect to breach of privacy is *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 illegal entry. As *Wrona* is the leading case from the higher courts of Ontario with respect to privacy rights, I am guided by *Wrona* in my determination as to the appropriate amount to award the Tenant in this case.
19. The circumstances in *Wrona* involved a prolonged history of contested notices of entry, which is not the case here. The unlawful entry in this matter occurred when the Landlord's employee accessed the unit without providing written notice and without communicating that an emergency existed. Despite the Tenant no longer residing in the unit, they retained possession until April 30, 2024, and the statutory requirement for notice therefore remained in effect. Entry without notice is permissible only in an emergency, and such a justification

must be supported by documentary evidence. The Landlord's assumption that the Tenant had vacated the premises, aside from a few remaining belongings, was premature. Although the Tenant was not present during the entry and the resulting privacy breach appears to have been limited in duration and impact, there is no dated evidence establishing when painting commenced, and the Tenant was uncertain about the timing of the photographs. For these reasons, the Tenant's request for a one-month rent abatement is not supported.

20. In these circumstances, I find that an appropriate award to the Tenant for this illegal entry would be a lump sum payment of \$500.00.
21. As the parties do not dispute that the Landlord removed the Tenant's belongings from the rental unit prior to the termination date, I find that the Tenant has established this portion of the claim on a balance of probabilities. The claimed amount of \$192.95 is therefore warranted and is awarded.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$740.95. This amount represents:
 - \$500.00 for a rent abatement; and
 - \$192.95 for the reasonable costs that the Tenant has incurred or will incur to replace property that was disposed of as a result of the Landlord's actions; and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 13, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 13, 2026, the Landlord will owe interest. This will be simple interest calculated from March 14, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has/have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 2, 2026
Date Issued

Susan Priest
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.