



Order under Section 135 Residential Tenancies Act, 2006

Citation: Lynch v Harnadek, 2026 ONLTB 18976

Date: 2026-03-09

File Number: LTB-T-044012-24

In the matter of: A, 159 BRIDGEWATER CRES
WATERLOO ON N2T2M1

Between: Aliyah Emily Lynch Tenants
Carter Deacon

And

Brandon Harnadek Landlord

Aliyah Emily Lynch and Carter Deacon (the 'Tenants') applied for an order determining that Brandon Harnadek (the 'Landlord') collected or retained money illegally. This is the T1 Application.

The Tenants also applied for an order determining 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, and harassed, obstructed, coerced, threatened or interfered with the Tenant. This is the T2 Application.

This application was heard by videoconference on October 30, 2025.

The Tenants, the Landlord, and the Landlord's Legal Representative, Syeda Rizvi, attended the hearing. The Tenant consulted with Tenant Duty Counsel prior to the hearing.

Determinations:

Preliminary Issue

1. At the commencement of the hearing, the Tenant informed the Board that Carter Deacon was also a Tenant as listed in the tenancy agreement however he was not included in the applications. The Landlord's representative submitted that Deacon Carter is a Tenant and did not object to him being added as a party to the applications. As such, Carter Deacon was added as a party to the application.

Background

2. The rental unit is a room rental in the basement of a house. There are two rental rooms in the basement. The Tenants occupied Unit A and Unit B was rented through Airbnb. The Tenants moved into the rental unit on November 1, 2023 and vacated on January 31, 2024. The monthly rent was \$1,500.00.
3. The common areas of the basement are furnished and these furnishings belong to the Landlord.

T1 Application

4. The Landlord did not dispute that the amount claimed in the application of \$50.00 for the key deposit. The Landlord agreed to refund \$50.00 to the Tenants in resolution of the Tenants' T1 application.
5. As the Landlord has agreed to pay the funds to the Tenants, it is not necessary for the Board to make any determinations relating to the T1 application. The Landlord shall be ordered to pay the Tenants the claimed amount.

T2 Application

6. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
7. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Illegal Entry

Tenants' evidence

8. The Tenant, Aliyah Lynch ("A.L."), testified that the Landlord entered the rental unit without permission on November 2, 2023, at approximately 8:00 a.m. She stated that she was in her bedroom when the Landlord opened the door, looked inside, and then closed it. After realizing the Landlord was in the common area, she left her room and asked why he was there. According to her testimony, the Landlord apologized, explained that he believed no one was home because the car was not in the driveway, and said he needed access to the room to have the internet installed.
9. A.L. testified that the internet was already installed and functioning, so she did not understand why the Landlord required access to their unit. She stated that they had not received any written notice indicating the Landlord would need to enter their room. However, because the Landlord was already present, she allowed him to enter the rental unit.
10. A.L. testified that the Landlord entered the common areas of the basement on multiple occasions, though she could not recall specific dates. She explained that the Landlord lived on the main floor and had physical access to the basement, but the interior door was locked

from the basement side. According to her, the Landlord would instead enter the common areas through the exterior door. She recalled that on January 31, 2024, the day the Tenants were moving out, the Landlord requested entry to show the unit to a prospective tenant. A.L. stated she refused because proper notice had not been provided. It was explained to the Tenants that a landlord may enter a rental unit without notice under subsection 26(3)(a) of the *Residential Tenancies Act, 2006* (the “Act”), and therefore this alleged illegal entry could not be considered.

Landlord’s evidence

11. The Landlord disputed entering the Tenants’ rental unit on November 2, 2023. He testified that on November 1, 2023, he notified the Tenant, Carter Deacon, explaining a new wifi box was being installed the next day and access to the rental unit would be necessary. He stated that Mr. Deacon expressly consented to the entry and the technician entered the rental unit on November 2, 2023 to access the electrical box.

Analysis and Legislation – Illegal entry

12. In accordance with section 25 of the Act, a landlord may enter a rental unit only in accordance with section 26 or 27 of the Act.
13. Section 26 of the Act, states that a landlord may enter a rental unit at any time without written notice, in cases of emergency or if the tenant consents to the entry at the time of entry.
14. Subsection 27(1) 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. Pursuant to subsection 27(3) of the Act:

The written notice under subsection (1) or (2) shall specify the reason for entry, the day of entry and a time of entry between the hours of 8 a.m. and 8 p.m.

15. Although the Tenants did not receive written notice regarding the internet installation on November 2, 2023, I prefer the Landlord’s evidence that Mr. Deacon was informed of the required entry and consented to it on November 1, 2023. In my assessment, the Landlord did not act inappropriately. As A.L. provided consent to the entry, I cannot find that it constituted an illegal entry under section 26(1)(b) of the Act. As such, this claim is denied.

Substantial Interference with reasonable enjoyment

16. A.L. testified that they understood they had exclusive use of the common area including the living room, kitchen, and bathroom as well as their own bedroom until the second bedroom was rented to another occupant. She stated that the Landlord’s frequent showings of the other unit interfered with their ability to reasonably enjoy the space.
17. A.L. testified that the Landlord asked them to pay storage fees for leaving certain personal items, a coffee table, coat rack, shoe rack, and a box of belongings in the bathroom, near the entrance and in shared areas. She stated that the Landlord informed them there would be an additional fee of \$10.00 per day for keeping these items where they were.

18. A.L. submitted a text message¹ written by the Landlord on November 12, 2023 in which he wrote:

Hi. Make sure none of your furniture is in the shared room space. Failure to remove the furniture unfortunately will have to be removed by us. After several times of advising you of the same, our verbal agreement that no furniture was allowed is being completely disregarded. Please remove all the furniture. Your computer is fine to be on the desk. Other than that, please remove all furniture. The access to the storage room must be clear at all times. Failure of that, we will be charging you a storage fee of \$10 daily fee for your storage items in our access way. Kindly make sure all storage boxes from the bathroom are cleared up. Any items left in shared spaces will be accounted as a storage and result in storage fee.

19. A.L. explained that although the Landlord claimed there would be a storage charge for leaving their items in the common areas, they informed him they would not be paying any additional amounts for storage, and ultimately no such payment was made.
20. A.L. testified that after signing the tenancy agreement, they were not informed that the Landlord had listed the second bedroom on Airbnb for short-term, overnight rentals. She stated that they only became aware of this when they discovered an online advertisement showing the second bedroom and the common areas being offered as a short-term rental. As previously noted, the Tenants understood that the common areas were for their exclusive use until a long-term tenant was secured for the second bedroom. They were not advised by the Landlord that Airbnb guests would also be using the living room, kitchen, bathroom, and laundry facilities.
21. A.L. testified that the presence of Airbnb guests made them feel uncomfortable and unsafe, as these individuals were strangers in the home. She further stated that they often had to clean up after the guests once they left, which she felt was unfair given that they were paying rent to the Landlord while also tending to the mess left by his short-term renters.
22. The Tenant asserted the Landlord would play music at a high level of volume and operated a daycare causing excessive noise during the day. They were not made aware, prior to renting the unit, that the Landlord's spouse ran a daycare centre. A.L. testified these ongoing noise disturbances interfered with their reasonable enjoyment of the unit.

Landlord's evidence

23. According to the Landlord's testimony, the basement unit consists of two bedrooms with a shared living room, kitchen, and bathroom designated for the occupants of those rooms. Laundry facilities are shared between the basement and the main-floor unit. The Landlord and his spouse reside in the upper unit. He further asserted that the basement was recently renovated, provided furnished, and that the Tenants were never advised that they held exclusive possession of the basement.
24. The Landlord testified that the Tenants were expressly advised that no additional furniture was permitted in the shared spaces however, they nonetheless introduced a coffee table and other items without authorization. He further explained that issues relating to coats,

¹ Court Document 2 – Tenants' evidence – DOC-6646954 – Page 16

shoes, hockey equipment, and boxes had been addressed with the Tenants, and that a storage area was provided to ensure the shared spaces remained uncluttered.

25. The Landlord testified that on several occasions, when entering the basement to access the laundry room or other shared areas, he observed cat urine and feces² on the floor. He stated that the Tenants were instructed to clean the area, which they did, but the basement continued to have a strong odor of cat urine, making it difficult for him to rent out the other bedroom.
26. The Landlord did not dispute that the second bedroom had been listed on Airbnb and rented on a few occasions. He testified that the Tenants were aware of his intentions for that room and never expressed any objection to it being rented on a nightly basis. He did, however, deny that the Tenants were ever expected to clean up after Airbnb guests. He added that the basement was frequently left unclean and cluttered, which further hindered his ability to rent the second bedroom, whether to short-term Airbnb guests or to a longer-term tenant.
27. The Landlord did not offer any oral evidence relating to the Tenants' allegations of loud music and a daycare operating in the upper unit.

Analysis and Legislation – *Substantial Interference*

28. Section 22 of the Act states:

A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

29. Based on the evidence and submissions of the parties, I am not satisfied on a balance of probabilities that the Landlord substantially interfered with the Tenants' reasonable enjoyment of the rental unit or the residential complex. The evidence does not support a finding that the Tenants were unaware that additional furniture was not permitted in the common areas or that the second bedroom might be used for Airbnb guests. A.L. acknowledged that they knew the other room would eventually be rented, either to a short-term guest or a long-term tenant, and that the common areas would be shared. I prefer the Landlord's evidence that the condition of the basement made it difficult to secure a long-term tenant and that, for financial reasons, the room was instead offered on a nightly basis. While this arrangement may have caused some discomfort, the Tenants were aware that the room would be advertised on Airbnb. The room was rented only twice during the three months the Tenants lived in the unit, and the Tenants' evidence does not demonstrate substantial interference over a sustained period.
30. Further, the Tenants provided no specific details or documentary evidence to support their allegations that the Landlord played loud music or operated a daycare in the upper unit. Claims of this nature would reasonably be supported by audio or video recordings demonstrating that the Landlord's conduct was excessive or unreasonable. As no such

² Landlord Hearing Submissions – DOC-6668050 – Pages 37, 48, 49

evidence was submitted, there is no basis on which to determine whether the Tenants' allegations are credible or substantiated.

31. Accordingly, I find that the Landlord did not breach his responsibilities pursuant to section 22 of the Act.

Harassed, Threatened, Coerced, Interfered with the Tenants

32. A.L. testified that on November 30, 2023, the Landlord's spouse threatened to change the locks and have the police remove them from the unit after the Tenants cancelled their remaining post-dated cheques³. She explained that the Landlord had required post-dated cheques when the tenancy agreement was signed, and although the Tenants asked for the cheques to be returned when they terminated the tenancy, the Landlord refused to do so until the termination date. Concerned that the cheques might still be deposited, the Tenants stopped payment and notified the Landlord. A.L. stated that the Landlord's spouse's reaction made them feel threatened and pressured to vacate the rental unit.
33. A.L. testified that on or about December 8, 2023, the Tenants were away from the unit for two days and had arranged for someone to come to the complex to care for their two cats. She later learned that, during their absence, the cats had been locked inside the unit without access to food, water, or their litter box. She believed the Landlords had closed the unit door after recalling a text message⁴ they received from the Landlord in which he wrote:

Hi Carter, so far the potential tenants coming for showing have all been hesitant to rent the other unit due to the cats. We just looked into the pet provision and this message is to advise you to keep your cats in your own unit from now on. No cat should be left unsupervised roaming the shared spaces. Kindly take this message strictly. Thanks.

34. A.L. concluded that the conduct of the Landlord and the Landlord's spouse made them feel uncomfortable and harassed. She stated that they had not intended to leave the unit after such a short period, but the Landlord's behaviour regarding the additional furniture, the Airbnb guests, their cats, and the conduct of the Landlord's spouse led them to believe they were not welcome and that vacating the unit was their only reasonable option.

Landlord's evidence

35. The Landlord offered no evidence relating to the Tenants' allegations about the post-dated cheques or the Landlord's spouse's text message. As such, the Tenants' evidence is considered to be undisputed.
36. The Landlord testified he did not close the Tenants' room door locking their cats inside. He stated they were not at home during the Tenants' absence, nor did he go into the basement upon his return to the property.

³ Court Documents 2 – DOC-6646954 – Page 5

⁴ Court Documents 2 – DOC-6646954 – Page 15

Analysis and Legislation – Harassment

37. Section 23 of the Act states:

A landlord shall not harass, obstruct, coerce, threaten, or interfere with a tenant.

38. While there is no definition of “harassment” in the Act, the *Ontario Human Rights Code* defines “harassment” as:

engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

39. In this case, I find that the Tenants’ evidence does not establish, on a balance of probabilities, that the Tenants were harassed by the Landlord. There is no persuasive evidence that the conduct of the Landlord or his spouse amounted to harassment. Although the text message sent by the Landlord’s spouse may have been inappropriate in the circumstances, the Tenants had already given notice to vacate before it was sent, and no further messages were directed to them regarding rent owing. As such, the Landlord did not engage in a course of vexatious comments or conduct that was, or ought reasonably to have been known to be, unwelcome.

40. Further, I accept the Landlord’s evidence that he did not intentionally lock the Tenants’ cats in their room nor was he at home during the Tenants’ absence from the rental unit. Although the Tenants submitted a letter from the cat sitter, this document constitutes hearsay. Hearsay is admissible in Board proceedings, but its reliability is reduced when the author is unavailable for cross-examination. The Tenants explained that the individual could not attend because they were at work, and the letter was not provided in the form of a sworn affidavit. For these reasons, the letter was afforded very little weight.

41. Accordingly, I find that the Landlord did not breach his responsibilities pursuant to section 23 of the Act.

42. As a result, the Tenants’ T2 Application shall be dismissed.

It is ordered that:

T1 Application

1. The total amount the Landlord shall pay the Tenants is \$50.00. This amount represents:
 - \$50.00 for the money retained for the key deposit
2. The Landlord shall pay the Tenants the full amount owing by March 20, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by March 20, 2026, the Landlord will owe interest. This will be simple interest calculated from March 21, 2026 at 4.00% annually on the balance outstanding.

T2 Application

4. The Tenants' application is dismissed.

March 9, 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.