



Order under Section 31 Residential Tenancies Act, 2006

Citation: Ebbs v Napoli, 2026 ONLTB 19761

Date: 2026-03-09

File Number: LTB-T-051331-24

In the matter of: 1003, 195 BESSERER ST
OTTAWA ON K1N0B6

Between: Nick Ebbs

Tenant

And

Sandra Napoli

Landlord

Nick Ebbs (the 'Tenant') applied for an order determining that Sandra Napoli (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 December 8, 2025.

The Tenant, the Tenant's Legal Representative, David Danielson, the Landlord, and the Landlord's Legal Representative, Claire Dutrisac, attended the hearing. The Landlord's spouse, Patrick Napoli, attended as a witness for the Landlord.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Limitation period

2. The Tenant's application is brought pursuant to section 29 of the *Residential Tenancies Act, 2006* (the "Act"). Section 29(2) of the Act states that no application can be made under this provision more than one year after the day the alleged conduct giving rise to the application occurred. In *Toronto Community Housing Corp. v. Vlahovich*, 2010 ONSC 1686 (CanLII), [2010] O.J. No. 1463, the Divisional Court held that a remedy cannot go back further than the one-year limitation period in subsection 29(2). In other words, a remedy cannot go back further than one year before the application was filed.

3. In the present case, the Tenant filed his T2 application on June 27, 2024. The limitation period in section 29(2) prevents me from awarding a remedy in relation to any period prior to June 27, 2023, one year before the application was filed.
4. The Landlord's representative submitted the Tenant alleges substantial interference relating to the Landlord's conduct on April 29, 2023 and this issue is statute barred by virtue of section 29(2) of the Act.
5. The allegation of a breach which occurred on April 29, 2023 are prior to June 27, 2023. They do not allege an ongoing breach and therefore I find that this claim is out of time and is denied.

T2 Application

6. The Landlord's representative also submitted that the Tenant's allegation relating to illegal entry are duplicated in his claim for harassment.
7. Upon reviewing the application, it appears that the same allegation of illegal entry is also being characterized as harassment. The Tenant added an additional statement claiming that "Patrick then told the tenant that as this is his condo, he can do what he pleases and that the tenant was simply just a tenant and had to deal with it." While the Tenant's allegation of harassment should be considered, the application does not specify an amount of compensation being sought for the Landlord's alleged breaches of the Act. In the application, the Tenant states the following:

The tenant would like to ask the landlord to pay for compensation for the rude behavior that the tenant has been enduring from the landlord and the landlord's agent. The tenant would also like compensation for the illegal entry. The tenant would like to ask the landlord and the landlord's agent to pay an amount of \$500.00. The tenant would also like to ask for a full and sincere apology from the landlord and the landlord's agent for their behavior and rude comments. Lastly, the tenant would also like to have both the landlord and the landlord's agent to better familiarize themselves with their obligations and responsibilities under the RTA.

8. In *Beaube v. Metcap Living Management Inc.*, 2012 ONSC 1160 (Div. Ct.) ('*Beaube*') the Divisional Court found that the Board had erred in awarding damages that were not claimed in the tenant's application. I am bound by *Beaube* and so I cannot order any remedy that has not been claimed by the Tenant in their application.
9. As such, evidence and submissions relating only to the allegation of illegal entry on April 26, 2024 and substantial interference with reasonable enjoyment on April 29, 2024 were considered.
10. 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 and Harassment

Tenant's evidence

11. The Tenant testified that on April 26, 2024, the Landlord arrived at the rental unit to drop off an over-the-range microwave oven. He explained that it was his understanding that the Landlord would not require entry to the rental unit and would leave the appliance outside the door after receiving an email from the Landlord dated April 24, 2024, in which she wrote:

We have a new microwave for the apartment. It will have to be delivered to the apartment. We would like to deliver it this Thursday morning, Friday morning or Saturday morning. Please let us know if these dates are suitable.

We have contacted Lakeside Home Services who will be doing the removal of the existing microwave and installing the new. Lakeside has some openings for the installation of the new microwave next week. They have the address and apartment number, and your name. You will, however, need to contact them to make an appointment for next week for the removal and installation.

If you are not available next week let me know and we will make arrangements to be at the apartment so Lakeside can do the installation.

12. The Tenant testified he confirmed with the Landlord to have the microwave delivered on Friday morning but requested he be contacted before they knock on the door so he can put his dog in their crate. He also confirmed he would make arrangements with the installation company.
13. The Tenant testified that on April 26, 2024, the Landlord's spouse attended the unit to deliver a microwave and insisted on entering the unit to place the appliance in the kitchen. The Tenant stated he did not expect anyone to enter and believed the microwave would be left at the door. He testified that he told the Landlord's spouse he was not permitted to enter, which led to an argument. According to the Tenant, the Landlord's spouse stated he needed to enter to check the electrical panel and refused to leave the microwave outside. Despite the Tenant's objection, the Landlord's spouse entered the unit and remained inside for approximately ten to fifteen minutes. The Tenant stated that due to what he perceived as threatening behaviour, he became concerned for his safety and contacted the police. The Tenant further testified the Landlord's spouse's comment regarding ownership of the rental unit and his status as a Tenant was harassing and demeaning.

Landlord's evidence – witness Patrick Napoli ('P.N.') – Landlord's spouse

14. P.N. testified that on April 26, 2024, he arrived at the residential complex and called the Tenant to advise that he was in the lobby. The Tenant allowed him into the building, and when P.N. knocked on the unit door, the Tenant opened it and told him he could not enter the unit and should leave the microwave outside. P.N. stated he was not prepared to leave the appliance unattended in the hallway and, given that the kitchen was adjacent to the entrance, he did not understand why the Tenant was refusing entry. He testified that he told the Tenant that if he was not permitted to enter, he would take the microwave back and return another day. According to P.N., the Tenant then held the door open and instructed him to place the appliance in the kitchen.

15. P.N. testified that he understood that after delivering the microwave, he was also expected to check the electrical panel to ensure the safe installation of the appliance. He stated that he remained in the unit for approximately five to ten minutes.
16. P.N. testified that he was the one who insisted the Tenant call the police. He stated that the Tenant appeared fixated on the fact that he was not the landlord, which he found offensive. He acknowledged that although he is not listed as a landlord on the tenancy agreement, he and the Landlord jointly own the rental unit. He testified that at no time was there an altercation, nor did he threaten the Tenant. He added that it was the Tenant who was harsh and combative during the interaction, and although their relationship has deteriorated, there have been no further incidents since April 26, 2024.

Analysis and Legislation – Illegal entry

17. The standard of proof in proceedings before this Board is “proof on a balance of probabilities.” By that standard, the party bearing the burden of proof must show with evidence that, “more likely than not”, their assertions are true. Where the evidence of the opposing party is as believable as that of the party bearing the burden of proof, that burden cannot be said to have been discharged.
18. The rules respecting when and how a landlord can enter a rental unit are found in sections 25 through 27 of the Act.
19. Section 27 of the Act states:

27 (1) 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 for any reasonable reason.

20. The Board's Interpretation Guideline 19 deals with a landlord's right of entry and states:

A tenant does not have the right to deny entry simply because the time of entry is not convenient to the tenant. The tenant must:

- i. not interfere with the landlord's right of entry;
- ii. not interfere with the landlord and its agents;

21. In this case, the Tenant confirmed that he received an email from the Landlord stating that a microwave needed to be delivered to the unit and offering three possible delivery dates. The email also indicated that the Tenant could schedule an appointment at his convenience for the microwave's installation. The Tenant argued that there is a clear distinction between delivering the microwave and entering the unit to complete that delivery. He asserted that he was never informed that the Landlord would need to enter the unit, and therefore the Landlord's entry was unlawful. The Landlord's representative maintained that it was reasonable to expect that entry into the unit would be required to deliver the microwave, and that the Tenant acted unreasonably when the Landlord's spouse arrived at the unit.
22. Based on the evidence and submissions before me, I am satisfied that the Landlord lawfully entered the unit on April 26, 2024. The Tenant had informed the Landlord that the microwave required replacement, and the Landlord took steps to address the issue. The Landlord's

email clearly provided the Tenant with several date options, and the Tenant confirmed April 26, 2024. If the Tenant had concerns about the Landlord entering the rental unit, it would be reasonable to expect that he would have raised those concerns in his reply. As requested by the Tenant, P.N. contacted him upon arriving in the building lobby and knocked on the door upon reaching the unit. In my view, the Tenant's expectation that the microwave would be left in the hallway was unreasonable, and his conduct toward P.N. was unjustified.

23. As such, the Tenant's claim of illegally entry is denied.

Analysis and Legislation - Harassment

24. Section 23 of the Act states that a landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant. 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. To meet this standard, the conduct must be persistent, unreasonable, and objectively inappropriate in the landlord-tenant context.
25. The Tenant testified that P.N.'s comment on April 26, 2024, regarding ownership of the rental unit and the Tenant's status was harassing and demeaning. He stated that the comment made him feel unsafe and that he believed confronting P.N. could lead to a physical altercation. I find the Tenant's evidence insufficient to establish that P.N. harassed or threatened him during their interaction on April 26, 2024. In my assessment, both the Tenant and P.N. behaved unreasonably toward one another.
26. As a result, I find that the Tenant has not established, on a balance of probabilities, that the Landlord or P.N. engaged in harassment or threats in contravention of section 23 of the Act and this claim is therefore denied.

Substantial Interference with reasonable enjoyment

Tenant's evidence

27. The Tenant testified that on April 29, 2024, the Landlord and a contractor attended at the rental unit for the installation of the microwave. While together in the unit, the Tenant raised his concerns regarding P.N. coming to the unit. He explained he told the Landlord he was not happy with P.N.'s behaviour and he felt that none of his issues were being taken seriously. An audio recording of this conversation was entered as evidence [DOC-6898828].
28. During the conversation, the Landlord explained to the Tenant that she manages the financial aspects of the rental unit while P.N. is responsible for maintenance. She acknowledged the Tenant's reluctance to allow P.N. entry. The Tenant responded that, during recent visits, P.N. had been rude and abusive, a characterization the Landlord disputed. She stated that they take pride in the rental unit and that P.N. was disappointed by what he perceived as its current unclean condition, noting it had been spotless before the Tenant moved in. She advised the Tenant that P.N. would continue to handle maintenance issues and suggested that, if the Tenant did not wish to be present while P.N. was in the unit, "he could take the dog for a walk, go into another room, or just leave." The Tenant attempted to defer the discussion to a later time, but the Landlord reiterated that P.N. would

attend to maintenance matters and that the Tenant could not legally refuse entry. The Tenant testified that these comments led him to believe his concerns about P.N. were not being taken seriously and that the Landlord was uninterested in addressing them. He added that, because P.N. would continue to attend the unit, substantial interference with his reasonable enjoyment would persist.

Landlord's evidence

29. The Landlord disputed that she substantially interfered with the Tenant on April 29, 2024. She testified that the Tenant initiated the discussion regarding P.N.'s conduct and his discomfort with P.N. attending the unit for maintenance. She stated that she clarified their respective roles, explaining that she manages the financial aspects of the tenancy and has no knowledge of the mechanical components of the unit. She testified that she made it clear to the Tenant that P.N. would continue to attend to maintenance issues when required, and that the Tenant had options if he preferred not to remain in the unit during those visits. She added that although the relationship with the Tenant had been positive at the start of the tenancy, she has since adopted a more business-like approach and no longer engages in personal interactions with him.

Analysis and Legislation – Substantial Interference

30. Section 22 of the Act states:

22 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.

31. The Act uses language like 'substantial' meaning not every disagreement or trivial event will lead to a cause of action. In considering the one alleged incident, I do not find that it rises to the level of substantial interference.
32. In reviewing the events of April 29, 2024, both parties participated in a discussion regarding P.N.'s attendance at the unit for maintenance issues. Although the Tenant and the Landlord held very different views about P.N.'s behaviour, the exchange itself was, in my assessment, respectful and courteous. Each party expressed their position, and while the outcome may not have aligned with what the Tenant had hoped for, the interaction does not meet the threshold of substantial interference. Both parties also agreed that there have been no further incidents or interactions since that date. Given these circumstances, I cannot conclude that the Landlord's conduct on April 29, 2024 constitutes substantial interference as defined under the Act, and this claim is therefore denied.
33. As a result, the Tenant's application shall be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

March 9, 2026
Date Issued

Susan Priest
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.