



Order under Section 31 Residential Tenancies Act, 2006

Citation: Tchalyi v Hilton, 2026 ONLTB 17754

Date: 2026-03-09

File Number: LTB-T-098042-24

In the matter of: 205, 68 Mary Street
Barrie ON L4N1T1

Between: Alexei Tchalyi Tenant

And

AG Secure Property Management Inc. Landlord

Alexei Tchalyi (the 'Tenant') applied for an order determining that AG Secure Property Management Inc. (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.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on February 10, 2026.

The Tenant and the Landlord's Agent Rob Hilton (RH) attended the hearing.

Determinations:

1. In an attempt to resolve this Application, the parties were convened to an adjudicative case conference (ACC) on March 27, 2025.
2. By way of an Interim Order dated April 7, 2025, the Application was amended to reflect the proper Landlord as AG Secure Property Management Inc. At the hearing it was confirmed that the parties Tim and Rob Hilton are employees and/or agents of the Landlord and not individually liable.
3. The Interim Order also provided the Tenant the opportunity to amend the application and file it with the Board and serve the Landlord.
4. On April 4, 2025, the Tenant submitted a T6 Application, pursuant to Rule 15, to amend and provide additional details to the T2 Application.

5. The Landlord's Agent RH indicated that they were not served with the T6 Application; however, he did see it prior to the hearing in the LTB portal.
6. Since the Landlord's Agent RH had viewed it prior to the hearing, service was waived, and the agent was asked if he wanted to adjourn the hearing to review it and respond.
7. The Landlord's Agent RH indicated he was prepared to proceed and the T6 amendment was granted.
8. As explained below, the Tenant proved the allegations contained in the application in part on a balance of probabilities. Therefore, the Landlord must pay to the Tenant a rent abatement in the amount of \$560.56 plus filing fee.
9. The Tenancy Agreement was for a one-year fixed term from December 15, 2023, to December 31, 2024. The rent charged was based on a monthly amount of \$1,050.00 and \$25.00 for a key deposit.

Mailbox keys

10. The Tenant moved into the rental unit on December 15, 2023, and received keys for his unit; however, he was not provided with a mailbox key. The Tenant maintained he was concerned as he was waiting for mail from Canada Revenue Agency (CRA).
11. The Tenant contacted the superintendent on January 2, 2024, to follow up on the key for the mailbox and was able to receive the key on the same day.
12. The Tenant claims he was unable to access the mailbox included in the rent for over two weeks and the Landlord substantially interfered with the reasonable enjoyment of the rental unit and is seeking a 15% rent abatement.
13. The Landlord's Agent RH submitted that the tenancy agreement with the Tenant was signed on December 11, 2025, and it was a rapid turnaround from an application to move in. Unfortunately, when it was identified that they did not have the mailbox key, the Landlord had to get the mailbox unit rekeyed. From December 15th to December 31st, they had to get the proper lock cam to rekey, but the season holidays delay it.
14. The Landlord's Agent RH asserted that, until the Tenant signed the tenancy agreement on December 11, 2023, he was unable to provide his address for the purpose of receiving mail from the CRA. Therefore, there would have been little disruption of mail.
15. Section 30 (1) (2) provides as follows:

30 (1) If the Board determines in an application under paragraph 1 of subsection 29 (1) that a landlord has breached an obligation under subsection 20 (1) or section 161, the Board may do one or more of the following:

2. Order an abatement of rent.

16. I find that there would have been minimal disruption to the Tenant's ability to the enjoyment of his rental unit. The Tenant is entitled to an abatement of 5% of the monthly

rent from December 11, 2023 to January 1, 2024. This is calculated as follows: $\$1,050.00 \times 5\% \div 31 \text{ days} \times 21 \text{ days} = \35.56 .

Illegal Entry

17. The Tenant testified that on February 11, 2024, there was an illegal entry into his rental unit by the Landlord's Superintendent Tim Bridges (TB). The Tenant indicated that he did not receive notice prior to entry.
18. The Tenant claims that on that day, he was asleep, heard banging on his door and then saw the superintendent and two police officers enter his rental unit without notice or his consent.
19. The Tenant asserted that because he was asleep and saw them enter his rental unit, he was scared and confused when he saw them enter. His evidence was that he did not hear any knocking on the door.
20. The Tenant was even more afraid when the police said they were glad that he was alive.
21. The police explained to the Tenant they were called for a wellness check. However, the Tenant indicated that he was not contacted by the Superintendent TB or anyone about his wellness before the illegal entry.
22. On February 29, 2024, the Tenant emailed the Landlord advising there was an illegal entry into this rental unit and asking for a 15% reduction of his February 2024 rent. (DOC 5268190pg 8)
23. The Tenant referred to the Police Occurrence Summary Report (DOC 5268190pg 10), which stated that a complaint was received regarding an odour resembling that of a deceased body on the second floor.
24. The Police Report does confirm that there was a "stink" on the second floor, but no person found deceased.
25. The Landlord Agent RH submitted that the building was a 40-unit property that has 39 bachelor units and one bedroom. Unfortunately, during the COVID period, there were two instances of individuals who died by suicide, as well as another individual who passed away after family members did not request a wellness check.
26. On February 11, 2024, the Landlord received a phone call from the superintendent that there had been a complaint about a smell in the hallway. The description of the smell was the same as he experienced before of that of a deceased body. He was advised to contact the police to do wellness check.
27. The Superintendent TB contacted the police for a wellness check, and police attended the property. The Tenant's unit was identified as occupied and when there was no response to the knock, the police asked that the door be opened with the master key.
28. The police checked on the Tenant and when confirmed he was okay, they left the property.

29. The Landlord's Agent maintains that no entry was made without the police once it was determined there was cause to do so.

30. Section 26 of the Act states:

26 (1) A landlord may enter a rental unit at any time without written notice,

(a) in cases of emergency; or

(b) if the tenant consents to the entry at the time of entry.

31. The term "emergency" is not defined in the Act. I note that an emergency is commonly defined as an occurrence or situation that is serious, unexpected, or dangerous requiring immediate action. In my view, it is reasonable to apply this definition with respect to determining whether a Landlord entered a rental unit in response to any emergency pursuant to section 26(1) of the Act.

32. The Tenant testified that no prior notice of entry was given, he did not consent to the entry and that there was no emergency.

33. The Tenant maintained that if the smell was there for a few days, what was the emergency that they had to come in on a Sunday night. He maintains that the Superintendent, TB could have call him to see that he was all right, but he was not contacted in anyway by him or the Landlord. Further he feels that TB was leading the police, and it was not a wellness check.

34. In my view, I am not satisfied that the Landlord has proven that the smell constituted an emergency which necessitated entering the rental unit immediately, rather than given a 24-hour notice to the Tenant.

35. Based on the evidence before the Board, I find on a balance of probabilities that the Landlord did not obtain consent from the Tenant, provide 24 hours written notice or prove that they entered in response to an emergency. Therefore, I find that the Landlord entered the rental unit illegally.

36. The Tenant requested an abatement of rent in the amount of \$525.00 for the illegal entry without notice. The Tenant testified that he felt confused and scared when he was woken up from his sleep and that this entry has affected him.

37. I find it reasonable in the circumstances to award the abatement requested by the Tenant.

Vital Service – No Hot Water

38. The Tenant testified that there was no hot water in the rental unit from June 11, 2024 to July 2, 2024.

39. Section 21 (1) of the Act sets out:

21 (1) 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, withhold the reasonable supply of any vital service, care service or food that it is the landlord's

obligation to supply under the tenancy agreement or deliberately interfere with the reasonable supply of any vital service, care service or food.

40. Subsection 2(1) the Act says in part:

“vital service” means hot or cold water, fuel, electricity, gas or, during the part of each year prescribed by the regulations

41. The Tenant provided evidence that he was notified by email on June 11, 2024, that the tanks would be serviced that afternoon. (DOC 5268190pg12) The Landlord further advised by email that they need to wait for parts from the manufacturer.
42. There was no evidence introduced that the Landlord purposely withheld the vital service of the hot water.
43. The Landlord’s Agent RH confirmed that there are two commercial hot water tanks stored in one room. The equipment is not serviced by the Landlord, and it must be looked after by qualified HVAC technicians.
44. On June 11, 2024, one of the tanks burst causing the room to flood and it resulted in damage to the tank next to it.
45. The Landlord looked at all options to repair or replace the two tanks and found that the tanks and/or parts must be brought in from the United States and hired the fastest company for the work.
46. The Landlord’s Agent RH provided evidence (DOC 5270066pgs10 to15) that the Landlord kept the tenants informed of the progress. It was emphasised that only the hot water was not working. Tenants had cold water in their units.
47. The building laundry facilities were not part of the Tenant’s rent. Coin-operated laundry machines were available on site for Tenants’ use.
48. There was no evidence that the Landlord had deliberately interfered with the supply of hot water. The question I must determine is whether they “withheld” it within the meaning of section 21(1).
49. Here, the evidence supports the conclusion that the interruptions in the vital service of hot water that the Tenant complained of were mostly because of repair work on the two large hot water tanks and obtaining the appropriate parts for the repair work.
50. The evidence and emails provided support that the Landlord kept the Tenants informed of the progress to get the parts from the United States to fix the hot water tanks. Any delay was beyond the control of the Landlord, and I find that the Landlord dealt with the issue in a timely and effective manner.
51. I find that the Tenant did not prove the allegations contained in the application on a balance of probabilities and I do not believe any remedy should be awarded with respect to this item.

Remedies

52. Therefore, I find that a rent abatement of \$560.56 is appropriate in the circumstances.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$613.56. This amount represents:
 - \$560.56 for a rent abatement.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 21, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 21, 2026, the Landlord will owe interest. This will be simple interest calculated from March 22, 2026, at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by March 21, 2026, the Tenant may recover this amount by deducting **\$613.56** from the rent due April 2026.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 9, 2026
Date Issued

Rosemarie Ortiz
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.