



Order under Section 30 and 31 Residential Tenancies Act, 2006

Citation: Thurgood v Hossain, 2026 ONLTB 17247

Date: 2026-03-11

File Number: LTB-T-065227-22/LTB-T-061651-22/LTB-T-070964-22/LTB-T-100603-23/LTB-T-001135-23

In the matter of: Main, 140 MARIA RD
MARKHAM ON L6E0M1

Between: (Margaret) Joy Thurgood Tenant

And

Shah Hossain Landlord

(Margaret) Joy Thurgood (the 'Tenant') applied for an order determining that Shah Hossain (the 'Landlord'):

- entered the rental unit illegally. (LTB-T-061651-22 & LTB-T-001135-23)
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household. (LTB-T-061651-22 & LTB-T-070964-22 & LTB-T-001135-23 & LTB-T-100603-23)
- harassed, obstructed, coerced, threatened or interfered with the Tenant. (LTB-T-061651-22 & LTB-T-001135-23 & LTB-T-100603-23)

(Margaret) Joy Thurgood (the 'Tenant') also applied for an order determining that, Shah Hossain (the 'Landlord') failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards. (LTB-T-065227-22)

These applications were heard by videoconference on May 17, 2023, June 5, 2024, December 1, 2025, and January 15, 2026.

The Landlord, the Landlord's Legal Representative Jing Zhu, and the Tenant attended the hearings on May 17, 2023, and June 5, 2024.

The Landlord and the Tenant attended the hearing on June 5, 2024.

The Landlord, the Tenant, and the Tenant's Legal Representative Eileen Wennekers attended the hearing on December 1, 2025.

The Landlord, the Landlord's Legal Representative Jeremy Liu, the Landlord's Legal Representative's Supervisor Sandra Pollock, the Tenant, and the Tenant's Legal Representative Eileen Wennekers attended the hearing on January 15, 2026.

Determinations:

1. The hearing on May 17, 2023, was for LTB-T-061651-22, LTB-T-065227-22, and LTB-T-070964-22. The hearing was adjourned so file LTB-T-001135-23 and LTB-T-100603-23 could be heard at the same time, and because the Landlord's Legal Representative was just recently retained and had insufficient time to properly prepare. Incorrectly named parties were removed at this hearing prior to it being adjourned.
2. In respect of the Tenant's accommodation request, breaks as requested/required were taken during the hearings.
3. The tenancy began on October 1, 2020, the Tenant vacated on May 31, 2023. The rental unit is a house.
4. The limitation period with respect to the applications is October 1, 2020 to May 31, 2023.
5. The following issues were dismissed at hearing:
 - April 11, 2011 through September 7, 2020: The issues raised are in respect of a different address.
 - August 25, 2022 and September 20, 2022: With respect to the Landlord's hearing LTB-L-007243-22, which was dismissed based on a filing error; the application is not applicable to the Tenant's application(s). The Landlord has a right to serve a notice of termination and file an application if they believe there are grounds. As to issues related to the evidence file for that application, they also are not applicable to the Tenant's applications.
 - All issues raised with respect to the Landlord filing with the Landlord Credit Bureau are not applicable to the Tenant's applications; the Board does not have the jurisdiction to deal with issues about a third-party agency.
 - March 2023: The issue of the Landlord listing the house for sale; the Landlord has the right to list their property for sale.
 - May 17, 2023: Costs associated to the Landlord's application(s) is/are not applicable to the Tenant's applications.
 - May 29, 2023: The final inspection; there was no testimony on this issue.
 - March 2023: The issue of the Landlord listing the house for sale; the Landlord has the right to list their property for sale.
6. As explained below, the Tenant proved some of the allegations contained in the T2 applications on a balance of probabilities. Therefore, remedy is ordered as set out below,
7. As explained below, the Tenant did not prove the allegations contained in the T6 application on a balance of probabilities. Therefore, the application is dismissed

8. The issues in the applications are: 1/ Basement; 2/ Illegal Entry; 3/ Lawn/lawncare; 4/ L1/2 Application; and, 5/ Sale of House and Other. The applications and issues are dealt with separately.

1/ Basement.

9. The Tenant testified in the Spring of 2002, the Landlord continually wanted access to the basemen, on May 11, 2021, she refused the Landlord entry because he did not have the right to access it, it was for her use. In respect of changing the electrical panel, this was also an illegal entry because there was no valid reason to change it.
10. From December 2022, the Landlord started entering the basement as he wished, despite the Board order saying he did not have a right to do so; this went on through February 2023. Ignoring the Board order was substantial interference and/or harassment.
11. The Tenant further testified, although the lease said the basement unit was not included, she did not consider the basement a 'unit' because it was not a separate apartment/unit. She believed, because the Landlord said it was going to be a 'finished' basement, that it was for her use; she never believed the Landlord had a right to enter the basement at anytime; it all goes back to the Landlord wanting to 'finish' the basement. The Board confirmed the basement was included in her tenancy in order EAL-L-048080-22 issued on March 10, 2023.
12. On cross examination the Tenant confirmed:
- The Landlord may have told her this prior to the lease being signed.
 - She received the Landlord's emails dated August 20, 2020 and August 31, 2020, that say he will be constructing a finished basement and that the basement was not part of her rental unit/lease; the Tenant countered that the basement was not a 'unit', therefore she continued using it throughout the tenancy.
 - Her email dated May 13, 2021, said the basement renovations were not reasonable because of COVID; the Tenant countered, it was also because the work was not essential.
 - She received a N5 notice of eviction for substantial interference after she emailed the Landlord on May 22, 2021, that he was not allowed in/had no right to access the basement; the Tenant countered that the resulting application for eviction was dismissed based on a technicality, and the Landlord did not pursue the matter any further at the Board.
 - The Landlord did not do any construction during the tenancy, neither before nor after receiving the Board's order that the basement was part of her tenancy; the Tenant countered it that it was not for lack of him lack of trying.
 - She took the Landlord's bikes out of the basement and put them in the backyard so there was no reason for him to need access to the basement to retrieve them.
13. The Landlord testified the Tenant was given a few options of rentals he had available. Despite her focus being on wanting a basement, she chose a rental unit where the basement was not included. On August 20, 2020, the Landlord emailed the Tenant to confirm the Tenant understood that the rental unit did not include the basement; the

Tenant responded that was fine, but she wanted storage. The Tenant also told him that her intention was to rent for a bit and then buy, which accorded well with his plans. The Landlord sent the Tenant a copy of the lease; she took approximately 8 or 9 days to review and then signed it on September 4, 2020. The lease said the basement was not included, and the addendum said the Landlord planned on renovating the basement in the near future for his personal use. The Landlord noticed that the Tenant started using the basement right away, but thought this was only temporary; initially, the Tenant did not initially dispute the term in the lease that the basement was not included. At first the Tenant's emails show her main concern was COVID and related health implications. Then, approximately April 8, 2021, the relationship started to sour; this was when the Tenant started denying access to the basement. He believes it started when the bike issues arose. The bikes were stored in the basement, and the Tenant would bring them outside to the backyard when he wanted to use them which gave rise to placement and storage issues. In May 2021, the Tenant advised via email that he could not enter the basement at all and he had to give her proper notice in accordance with the Act when he wanted to get his bikes from the backyard. On May 18, 2021, the Landlord emailed the Tenant to attempt negotiating/resolving the issue; he arranged a Zoom meeting at 7:00 p.m. that evening to discuss further, but she did not attend. The Landlord believes the Tenant put his bikes in the back yard on May 22, 2021, in order to pick them up as required, with proper notice. The Landlord also testified that he did not start any of the renovations during the tenancy.

2/ Illegal Entry.

14. The Tenant testified:

- Through the winter of 2022, the Landlord continually wanted entry to do alleged necessary work, including February 19, 2022, when he emailed that Terion Maintenance coming; February is her busiest time at work, the Landlord should have been more accommodating to her. These were illegal because they were persistent, unnecessary, and the Landlord had no right to the basement. This conduct also substantially interfered with her reasonable enjoyment and at one point the Landlord said she would have to pay rent for use of the basement.
- The Landlord gave notice to enter on December 12, 2022; this is an illegal entry because he refused to reschedule as requested, and he was in the house past the 3:00 to 5:00 p.m. timeframe. The Tenant's daughter emailed her at 5:02 p.m. that the Landlord was still there.
- On May 10, 2021, the Landlord asked her to move his bikes from the basement to the yard, but he did not give a notice of entry as to when he would be picking them up. The lawn never ended up getting cut, the company told the Landlord that they could not cut the back lawn because bikes strewn around.

15. On cross examination, the Tenant confirmed:

- She considered May 9 and 11, 2021 and February 12 and 18, 2022, to be illegal entries because they were not valid and the Landlord had no right to access the basement; the Tenant agreed she had no proof the Landlord did enter.

- At 11:00 a.m. on February 11, 2022, the Landlord emailed about needing entry from noon to 3:00 p.m. on February 12, 2022. The Tenant countered this was still an illegal entry because it was not necessary, just an excuse for him to gain entry. Also, the Landlord did things outside of what the notice was for, he put a lock on the basement door; this act also substantially interfered with her reasonable enjoyment because she had personal items stored in the basement.
- On December 9, 2022, the Landlord emailed that he would be coming on December 11, 2022, to address issues she reported. When the Tenant emailed on December 10, 2022, that the time/date was not convenient and not to come, the Landlord agreed to reschedule to December 12, 2022 from 3:00 to 5:00 p.m.; the Tenant countered it was still an illegal entry because the Landlord came with his son and/or a female.
- The Landlord emailed at 10:11 a.m. on December 10, 2022, about changing the timeframe to 3:00 to 6:00 p.m. but she did not see it until after-the-fact, the Tenant countered that the Landlord never should have changed the agreed upon time on his own accord.

16. The Landlord testified he always gave proper notice; the Tenant's issue was that they were often for the basement. On May 22, 2021, he received an email from the Tenant that she was not given proper notice for the lawn contractor that attended on May 9, 2021, and that the entry on May 11, 2021, was not for a valid reason, which is why her daughter would not allow him basement access. He wanted to access the basement to retrieve his bikes because they were not in yard on May 11, 2021, as they were supposed to be, therefore it was a valid entry. In respect of entry on February 12, 2022, to address maintenance, he gave the proper 24-hour notice, but the Tenant refused it; therefore, it was a lawful entry. Similarly, he gave the required notice to enter on December 11, 2022, for maintenance but the Tenant said not to come, therefore, he gave notice he would be coming on December 12, 2022, between 3:00 to 6:00 p.m.; as such, this was also not an illegal entry. On December 12th, he did the required work in the basement and then at approximately 5:15/5:30 p.m. went outside to check the kitchen vent; the Tenant's daughter came home and started yelling that he was not supposed to be there.

3/ Lawn/lawncare.

Substantial Interference with Reasonable Enjoyment, Illegal Entry

17. The Tenant testified she padlocked the gate to the backyard because she did not want people there without her knowledge. The Landlord said that padlocking the gate was denying his legal right to access the backyard; and implied she should always leave it unlocked; chastising her about having the padlock interfered with her reasonable enjoyment. On August 8, 2022, the Landlord emailed that someone would be coming to the unit at 2:00 p.m., to cut the back yard grass; he said she needed to have the gate unlocked and the lawnmower accessible. The individual told the Landlord they could not access the backyard, but had they simply knocked on her door, she would have unlocked the gate. This was also an illegal entry because she did not receive 24-hours; but the Tenant agreed there was no proof they entered the yard.

18. The Tenant also testified that it was the Landlord's responsibility to have the lawn up to standards, but it was not, it was just long hard-packed weeds. Also, as it was not a proper lawn, she and her daughter could not use it because of allergies, making it the Landlord's responsibility to address the issue. When Weedman came, they said the backyard should be resodded, the Landlord would not do this, therefore, he was not living up to his responsibilities under the legislation. When she got legal advice about the legality of the clause in the lease, she was told it was ambiguous. On June 24, 2022, she advised the Landlord she would maintain the front lawn, but she was not responsible for maintain the back because there was no grass, just weeds. The Tenant complained to the city about the state of the lawn and the Landlord received a warning from By-Law that if he did not cut the bacyard by a specified date the city would, cut it and add the affiliated costs to his taxes.

19. On cross examination the Tenant confirmed:

- When she emailed the Landlord on March 26, 2021, about needing weed control, the Landlord gave her contact information for Weedman; the Tenant countered, when Weedman came on May 22, 2021, the technician recommended the yard be resodded. This was why she emailed the Landlord on April 8, 2021, saying she will maintain the backyard as per her lease when it was a proper lawn. She told him was no lawn to maintain as it was all weeds and needed resodded.
- She could not remember exactly when she put the padlock on the gate, but she emailed the Landlord on April 18, 2021, that would open/unlock the gate as required; she also told the Landlord there was key to give him.
- She likely received the Landlord's email dated May 10, 2021, about the lawn going to be mowed and the Landlord asking to take a bike out of the basement, but as this was during her busy period at work she does not know when she read it. The Tenant then acknowledged she replied to the Landlord on May 11, 2021, that she would get the bike for him. The Tenant also acknowledged it was likely that she received the Landlord's email advising that lawn technicians cannot always give advance notice. The Tenant countered that all the technicians had to do when they showed was knock for access, but they did not do this, they just left. To the best of the Tenant's recollection, the lawn company came once.
- She never cut the lawn at all during the tenancy, but that was because there was no 'lawn' to cut.

20. The Landlord testified the lease included the Tenant was to maintain the lawn, to facilitate this he provided a lawnmower and hedger; he placed them in the garage. The grass cutting/lawn care issues began the Spring of 2021, when he started wanting access to the basement; the Tenant's email dated March 21, 202 reflects this. In respect to addressing the weed problem in the backyard, the Landlord emailed on April 8, 2021, that she could contact Weedman and he would cover \$250.00 for service. When the Tenant said she did not have time, he contacted the company. The Tenant emailed him on April 8, 2021, and said she will maintain the backyard per the lease 'once it is in fact a lawn'; she took this position after Weedman said the backyard needed new sod. The Landlord seeded the lawn so it would be in good shape for the following year; by May 9, 2021, the lawn was already starting to come up. In the interim, MMC Landscaping was scheduled to cut the backyard bi-weekly. He told them to let him know the timeframe of arrival so he could give

proper notice to the Tenant. He got an invoice dated July 12, 2021 for cutting the lawn, but was not aware they stopped going because they could not access the backyard; once this came to light he started cutting the backyard himself, as seen by the pictures provided. Although he received a notice from the city in June 2022, after the Tenant filed a complaint about the backyard not being cut, it was not due to negligence on his part; he did not know it was not being cut and he addressed the problem right away by taking it on himself.

4/ L1/2 Application.

21. The Tenant's complaints are with respect to file LTB-L-007243-25, based on a N5 served to the Tenant for substantial interference with the Landlord's reasonable enjoyment, specifically the Landlord's conduct/complaints at the hearing on August 25, 2022. Such complaints are not applicable to the Tenant's application(s); they should have been dealt with in the context of the L2 hearing. Accordingly, these issues are dismissed.
22. As to the L1 application LTB-L-048040-22, this was dismissed because the address incorrectly excluded the basement; the Landlord acknowledged at that hearing the Tenant had access to the entire house, therefore, the basement was found to be included in the tenancy and the application was dismissed. The order, however, may be considered with respect to complaints based on the Landlord accessing the basement.

5/ Sale of House and Other.

23. The Tenant testified, on March 10, 2022, the Landlord listed the house for sale; a lockbox was on the front door from this date on; it was an older lock box that is easier to break into, therefore, anyone could essentially get inside. The Tenant also testified there were excessive showings of the house September 21, 2022 and September 22, 2022, and throughout the time the house was listed there were hundreds of showings. These showing seriously interfered with her reasonable enjoyment, as detailed by the email correspondence between her and the Landlord; her office is at the front of the house and during showings people have to walk by it, and at times people came into the office while she was working, plus people would be talking as they walked by, all of which was very disruptive. She is a partner at a CPA firm, and her full attention is required, plus, her daughter has ADHD and had to be mentally prepared for showings; her daughter was very nervous with people she did not know being in the house, particularly when the Tenant was not present; the Landlord/Landlord's Agents should have been more accommodating to ensure that strict timings for showings were adhered to. Although the Landlord agreed to some limits on showings to accommodate her, he did not agree to the times/terms she wanted; showings were from 9:00 a.m. to 5 p.m., not the requested only until 4:00 p.m., and only Saturdays to 3:00 p.m. on the weekends. The Landlord said restricting showing times affected his/the Real Estate Agents legal right to access the property and could end up in financial liability to the Tenant. In an email dated October 3, 2022, the Landlord blamed the Tenant for losing a sale/deal on the house, and on November 21, 2022, he emailed if she did not want to be affected by the house being up for sale, she should have made plans to vacate, he said her being there was affecting his ability to sell; he said this despite the fact whenever an agent asked about moving, she always said she would move as required. In 2023, the Landlord also threatened that she would end up evicted and need to be out for May 2023; this is her busy time at work plus he said this knowing she had

already given her notice of termination for the end of May. The whole ordeal was extremely stressful, she had to do research about her rights, and seek legal advice on the issue; the Landlord would bombard her with legal terms that were very confusing.

24. The Tenant also testified in May 2022, the Landlord said his son was coming to cut the weeds, but the Landlord did other things that were not on the list; he put a lock on the basement door and the Landlord's son videotaped the Tenant's belongings in the basement. On July 20, 2022, the hot water tank started leaking; the Landlord did not get back to the Tenant until the end of day, which was too late to do anything about it. Enbridge repaired it on July 22, 2022, which meant she was without water for 2 days. When the hot water tank broke again on October 7, 2022, which substantially interfered with Tenant and her daughter; the Landlord said it was unable to be fixed over the Thanksgiving weekend, and the Tenant was scheduled to go out-of-country for work therefore her daughter was forced to deal with the issue/contractor despite being very uncomfortable having people she does not know in the house. On December 12, 2022, the Landlord was scheduled to do maintenance/repairs that he had given notice for, the Tenant emailed on December 10, 2022, that he had to come another day as she was out-of-country and not comfortable with people in her house unless she was there because of past behaviour. Despite her request, the Landlord insisted on coming; he was not concerned with the added stress it would cause them. Her daughter planned to be out of the house during the repair timeframe, but when she got home the Landlord was still there, causing high anxiety; the timeframe was supposed to be 3:00 to 5:00 p.m. On December 14, 2022, the Landlord emailed that the Tenant was very disrespectful in her email, then he accused her of moving things around in the basement to purposefully interfere with the work that had been scheduled, which she did not do. The Landlord also said the Tenant's daughter was in the wrong by yelling at him when she got home. These statements are a form of harassment; the Tenant did not rearrange any items, and her daughter had every right to be upset. In an email December 16, 2022, the Landlord justified his being there when her daughter got home because he had sent the Tenant a second, valid, notice about the timeframe being changed to 6:00 p.m.; the Tenant did not access the notice until afterwards. The Landlord's behaviour also constantly interfered with the Tenant's reasonable enjoyment because he kept wanting entry to the basement despite being told he had no right to enter, also at some point, the Landlord left a jackhammer in the basement because of renovations/repairs he was contemplating, therefore, it seemed he planned on doing work even though he did not have the right to do so.
25. The Tenant further testified that she served the Landlord a N9 notice of termination on March 25, 2023, with a termination date of March 25, 2025; the Landlord did not pick up the notice right away, then in April 2023, advised he was not accepting it because it named 'M. Joy Thurgood' not the full name as on the lease. The Tenant sought legal advice; the paralegal said it could be an problem even though the Tenant pointed out that it was the Landlord who wrote up the lease and interchanged the Tenant's name. Therefore, in the two months before the tenancy was to terminate, the Landlord was still trying to interfere with the Tenant's reasonable enjoyment/make things uncomfortable. On April 23, 2023, the Tenant emailed the Landlord that she did not trust him because of all his games and the Landlord replied with what came across as a threat; her receiving the ultimate justice, which the Tenant inferred as meaning death. On April 25, 2023, the Landlord continued harassing by insulting the Tenant in an email sent to the her work address; he accused her

of throwing out his items that were in the basement when she had merely moved them to the storage in the backyard. The Landlord insisted he did nothing wrong by using her work email because his message included instructions for moving, and said if she considered his behaviour to be harassing, then she should have moved by now.

26. The Landlord testified he first listed the house in September 2021 but took it down after 3 days because of the Tenant's complaints. The house was relisted in September 2022; the listing gave specific days/time for showings as per the Tenant's request and he told the Tenant if a date/time for a showing was not acceptable, she could decline. The timings were renegotiated because viewing agents/prospective purchasers needed more flexibility, including having a full day available on Saturdays, to facilitate a timely selling of the house. However, the house did not sell, and the Landlord ended up relisting it in March 2023, at which time the Tenant had already given her notice to vacate for May 31, 2023. On April 5, 2023, he told the Tenant via email that he did not accept the termination notice because her name did not match that on the lease; he asked her to amend the notice accordingly, and if doing so would be less than the required 60 days, he agreed to sign a N11 notice instead. His intention was to ensure things were clarified/accurate, it was not harassment; the Tenant merely misunderstood his intention. As to the lock box, keeping it on the door was not harassment; he knew the house was going to be relisted shortly, plus he travels frequently, therefore it was more convenient for showings to keep it. Further, he does not need the Tenant's permission for a lock box, he just has to give proper notice for the showings, plus the code was only shared with Real Estate Agents showing the home; there was no breach of privacy by having the lock box on the door.
27. On cross examination the Landlord testified he knew, logically, that the Tenant would be inconvenienced by the house being listed for sale because showings would be required, but he tried his best to keep communicating with her. For example, if another agent wants to attend with prospective purchasers when there is already a showing booked, he asked the Tenant if it would be okay; this would not be illegal entry because the Tenant already received notice for the first set of people.

Analysis

T6 application – Maintenance/Repair

28. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) or section 161 of the Act to repair or maintain the rental unit or residential complex and did not fail to comply with health, safety, housing or maintenance standards.
29. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.
30. In this case there is no dispute the lease included the clause the Tenant "shall keep the lawns in good condition including grass cutting", at issue is the Tenant's responsibility with

respect to the backyard. The Tenant's position is that she is not responsible for cutting the backyard because it is not a 'lawn', it is weeds; she will maintain it as per the lease 'once it is in fact a lawn'. This position appears to have come into play shortly after the tenancy began when Weedman said the Landlord should sod the back; the Landlord's undisputed testimony confirmed the suggested course of action, he decided to seed the yard instead, and by May 9, 2021, the lawn was already starting to grow. That the Tenant wanted the yard resodded and the Landlord seeded instead, does not equate to the Landlord breaching his responsibilities under the Act. As to the Landlord being ordered by the city to cut the backyard by a specified time, his undisputed testimony is he was not aware the backyard was not being cut because he had hired a company to do so. Upon finding out this was the case, the Landlord took on cutting it himself, which I find to be a reasonable course of action. For all these reasons, I find the Landlord did not act contrary to the legislation; accordingly, the T6 application must be dismissed.

T2 applications

Basement

31. The crux of this dispute is whether the basement is included in the Tenant's tenancy agreement which would give the Landlord the right to access/enter the area. A determination on this issue was made in order LTB-L-048040-22 issued on March 10, 2023; the Member says at paragraph 3, "The rental unit is a house. At hearing the Landlord acknowledged the Tenant has access to the entire house. However, the N4 states the basement is excluded."; based on this, the Landlord's application for arrears of rent was dismissed. This finding also means that the basement is part of the Tenant's tenancy agreement, therefore, the Landlord does not have a right to access it unless proper notice is given and it is for a valid reason. Although there were emails back and forth, there was no solid evidence of times when the Landlord entered the basement, as such there is no evidence supporting substantial interference. Although there were voluminous emails between the Landlord and Tenant, they do not constitute substantial interference; it is clear from the emails that neither party handled the situation in the best manner, specifically, the emails came across as combative and accusatory, and appeared to have added to the tension between them. Therefore, as the conduct was reciprocal, I find it does not equate to substantial interference. In respect of the Board's order EAL-L-048040 that found the basement was included in the tenancy, it was the Landlord's undisputed testimony that once he received this decision, he stopped trying to gain entry to the basement. For all these reasons, I find these issues do not amount to substantial interference; accordingly, they are dismissed.

Illegal Entry

32. Section 25 of the *Residential Tenancies Act*, 2006 (the 'Act') says a landlord can only enter a rental unit in accordance with the Act, and section 27 says: a notice of entry must be given a minimum of 24-hours prior to entry, and must specify; the reason for entry; the date of entry; a time of entry between 8:00 a.m. and 8:00 p.m., therefore, if these requirements are not followed, it is an illegal entry.

33. The Tenant testified to the following dates as illegal entries by the Landlord: May 9, 2021; May 11, 2021; February 12, 2022; February 18, 2022; and December 12, 2022. For other dates throughout the winter of 2022, she had no proof the Landlord actually/physically entered the rental unit, therefore, this order is only dealing with the two dates in May 2021, the two dates in February 2022, and the date in December 2022.
34. The Landlord did not dispute the Tenant's assertion that proper notice was not given when the lawn contractor cut the yard on May 9, 2021, therefore, I find, the Landlord/agent contractor illegally entered the rental unit on this date; the rental unit included the front and back yard areas. In respect of May 11, 2021, the Landlord testified when he did not see the bikes in the backyard, he entered the home to retrieve them for the basement; this makes the entry illegal because the Landlord entered an area that was not included on the notice of entry. Similarly, the Landlord did not dispute doing work outside of that noted on the notice of entry for February 12, 2022, therefore, I find the Landlord did not enter the unit in accordance with the Act because he did not adhere to the notice of entry specifics. As such, these issues/dates are illegal entries; the Tenant is entitled to remedy as set out below.
35. As to entry on December 12, 2022, the Tenant's position is twofold, the Landlord was still at the rental unit past the allotted time in the notice of entry and the Landlord should not have unilaterally changed the timeframe. There was no testimony disputing the validity of the Landlord's second notice that extended the timeframe until 6:00 p.m.; although the Tenant testified that she did not become aware of the second notice until after the fact, this does not invalidate it. Therefore, there was no illegal entry on this date and, accordingly, it is dismissed.

Lawn/lawncare - substantial interference and/or harassment

36. Section 22 of the Act says:

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.

37. Section 23 of the Act says landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.
38. The Act does not provide a definition of harassment. The *Ontario Human Rights Code*, R.S.O. 1990, c. H.19, defines harassment as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". Black's Law Dictionary defines harassment as "*a course of conduct directed at a specific person that causes substantial emotional distress in such person and serves no legitimate purpose*". Harassment in the landlord and tenant context is normally considered to be a course of conduct toward a party that a reasonable person would consider unwelcome and inappropriate.

39. The complaints of substantial interference are: the Landlord's complaints/emails about her padlocking the backyard gate and assertion that this substantially interfered with his lawful right; the Landlord emailing her on August 8, 2022, about an individual coming to cut the grass; the Landlord not maintaining the backyard; and the Landlord not resodding/providing a proper backyard.
40. The Tenant testified that she had no direct knowledge of whether the individual who was to cut the grass actually entered the area, and that she chose to padlock the gate; the Tenant did not elaborate on how either was substantial interference by the Landlord. There was no established entry to the backyard and the Landlord sending emails about the gate being padlocked is understandable. Therefore, I find the Landlord did not substantially interfere with the Tenant's reasonable enjoyment in these instances. As there is no substantial interference, and harassment has a higher test, I also find the Landlord's behaviour did not constitute harassment.
41. In respect of the Landlord not providing a proper backyard/not sodding the backyard, as set out in paragraph 31, the Landlord did not breach his maintenance responsibilities under the Act by not sodding the yard; he seeded as a means of addressing the weed issue. The Tenant's displeasure with how he addressed the yard does not amount to the Landlord substantially interfering with her reasonable enjoyment or harassment. Also as set out in paragraph 31, the Landlord became aware after the fact that the lawn was not being cut; he cannot be held liable for something he was not aware of. Therefore, these issues are also dismissed.

Sale of the house

42. The Tenant raised that when the house was put up for sale, a lockbox was placed on the front door so the home for sale purpose and was not removed for the periods the house was not listed between September 2021 and March 2023. Although the Tenant testified that the box being there the entire timeframe gave rise to the threat of unknown person who were not Real Estate Agents breaking in, I accept the Landlord's testimony that as he intended on relisting the house, it was more convenient/logical to keep the lockbox in place, and there is no requirement he get the Tenant's permission to have a lockbox; the Tenant still had full entry/access via the front door, and there was no evidence that having it on the door for the approximate 9-month period put the Tenant higher risk of break-ins. As to the number of showings, when a home is for sale, it is not unexpected that the occupant experience interference because of the showings. Here, the Tenant testified that there were hundreds of showings which substantially interfered with her work and daily living; although there may have been a lot of showings, they were for the purpose of selling the house. That the Landlord did not agree to the schedule the Tenant wanted, is not substantial interference; he negotiated timings that would not greatly hinder the house being sold. The Landlord also ensured that the notice requirement was part of the listing and spoke to agents about any complaints from the Tenant. In respect of the Landlord's email about the Tenant should have vacated if the showings bothered her, this was during an email thread that point to both parties' apparent inability to maintain civil discourse; therefore, I find this email does not amount to substantial interference, and because of the contributory behaviour it is also not harassment. As to harassment by the Landlord for listing the house approximately 3 times during a 9-month period; the Landlord has a right

to put his property up for sale and to make use of a lock box for ease of showings; doing so is not harassment. Accordingly, these issues are dismissed.

Other

43. Regarding the Landlord entering the basement with his son and/or another individual, the Landlord denied the allegation and the Tenant had no concrete proof to the contrary. In respect of the broken hot water tank, I do not find the Tenant was substantially interfered; although the water was shut off during repair times, the Landlord attended the same day the problem was reported, and the tank was replaced within days, which I consider to be in a timely fashion. There was no evidence of a prolonged, unnecessary, or unreasonable delay, therefore, I consider it an unfortunate and unavoidable consequence that the Tenant could not access hot water during these repairs. As to the Landlord's bikes, the emails between the Landlord and Tenant demonstrate that neither was the best at handling the situation in a verbally civil non-combative manner, therefore I find the Tenant's behaviour to be contributing to the issue/words escalating. For these reasons, these issues do not meet the level of substantial interference or harassment. In respect of the Landlord entering to do maintenance/repairs on December 12, 2022, as set out in paragraph 35, this was not an illegal entry; as a valid entry, it is not a substantial interference with the Tenant's reasonable enjoyment. Similarly, the Landlord's email on December 16, 2022, justifying why his being in the house when the Tenant's daughter got home, on the 12th is not substantial interference; it is part of the combative back and forth between the parties, and, ultimately, he was allowed to be there at the time complained of. Although it may have been inappropriate for the Landlord to have emailed the Tenant at work, it does not meet the level of substantial interference as it was a one-time event. As to the Landlord's response to the Tenant about sending the email, telling her if she considered his behaviour to be harassing then she would have already moved; this statement reflects the poor communication skills between the parties, it does not amount to substantial interference. For all these reasons, these issues are dismissed.
44. As to the Landlord refusing the Tenant's notice to vacate because she did not put her name exactly as on the lease, I find this to be unreasonable and amount to substantial interference. The Landlord testified that he knew the notice was from the Tenant, it was given in the requisite time, and it was signed/dated; there was no reason for the Landlord to not accept it. Therefore, I find his actions, refusing the notice, to have the result of substantially interfering with the Tenant's reasonable enjoyment. I also find the Landlord's actions to amount to harassment; the Landlord should have known that refusing a valid notice of termination from the Tenant would be unwelcome and inappropriate. Therefore, I find the Landlord's actions to have substantially interfered with and harassed the Tenant, as such the Tenant is entitled to remedy as set out below.

Remedies

45. The Tenant's Legal Representative submitted the Tenant did everything to act within the law, and she wanted the Landlord to do the same; she wanted the Landlord to negotiate issues. The Landlord wanting entry to the basement began during the COVID lockdown, therefore, it was reasonable for the Tenant to put restrictions; the Tenant and her kids worked from home during this time, making any entries an extreme interference that also

amounted to harassment. The Tenant is seeking an abatement of rent for 24 months for the period May 2021 to May 31, 2023, in the amount of \$35,000.00, plus damages for pain and suffering. The remedies requested are reasonable because the Tenant not only suffered throughout the tenancy because of the Landlord's conduct, the lengthy hearing process was difficult and affected her both personally and professionally. Based on the sum total of the Landlord's behaviour towards this vulnerable tenant, the relief being sought is deserved and should be granted.

46. The Landlord's Legal Representative submitted the basement was excluded per the lease, with the exception of using the laundry room; the whole issue appears to be because there was not a meeting of the minds on this issue between the parties. The Landlord did not substantially interfere with the Tenant's reasonable enjoyment or harass her; he was just trying to enforce his legal right to access the basement. The Landlord tried to be reasonable about access by giving the Tenant notice when he intended on entering. In respect of the house being listed, the Landlord has the legal right to do so, and to use a lock box to facilitate showings; there being some inconvenience is to be expected. The Landlord did nothing wrong by keeping the lockbox in use, it did not put the Tenant at risk. As to the T6 application, the Landlord took over cutting the back lawn when the Tenant reneged on doing it; therefore, he abided by his responsibilities under the Act, and the application should be dismissed.
47. As determined above, remedy is warranted for the following: illegal entry on May 9, 2021, May 11, 2021, and February 12, 2022; and substantial interference and harassment for the Landlord refusing to accept the Tenant's valid notice to terminate.
48. Abatement is a contractual remedy. It reflects the idea that rent is for a bundle of goods and services and if a tenant is not receiving everything he or she is entitled to, then the tenant is entitled to abatement proportional to the difference. Assessing quantum is something of an art, it varies depending on a number of factors including the nature of the problem, the length of time or frequency of the breach, and the impact on the tenant.
49. Here, I find the 3 illegal entries warrant some monetary remedy as the Landlord's actions were contrary to the Act; I find an award of \$600.00 for all 3 to be reasonable based on the minimal impact to the Tenant. As to the Landlord refusing the Tenant's notice of termination, I find the impact of the action would be very stressful to the Tenant as she wanted to legally terminate this acrimonious tenancy. That the Landlord ultimately accepted the notice of termination is irrelevant; by unreasonable and unlawfully refusing it, the Tenant was unable to live peacefully, without stress, for the last 2 months of her tenancy. For having to endure this situation, I find an abatement of \$1,000.00 to be reasonable.
50. Therefore, I find that a rent abatement of \$1,600.00 is appropriate in the circumstances.
51. The Tenant's request for general damages is dismissed as the application did not contain an amount. Pursuant to the Divisional Court in *Beauge v. Metcap Living Management Inc.*, 2012 ONSC 1160, the Board has no jurisdiction to award damages unless a request for damages is made in the application or the respondent is given notice and an opportunity to respond to a request to amend the application.

52. As the Tenant was partially successful in her T2 applications, she is entitled to reimbursement of their associated filing fees.

It is ordered that:

1. The T6 application LTB-T-065227-22 is dismissed.
2. The total amount the Landlord shall pay the Tenant is \$1,808.15. This amount represents:
 - \$1,600.00 for a rent abatement.
 - \$208.15 for the cost of filing T2 application LTB-T-100603-23 (\$48.00), LTB-T-070964-22 (\$64.15), LTB-T-100603-23 (\$48.00), and LTB-T-001135-23 (\$48.00).
3. The Landlord shall pay the Tenant the full amount owing by March 21, 2026.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 11, 2026
Date Issued

Diane Wade
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.