



Order under Section 31 Residential Tenancies Act, 2006

Citation: Jagdeo v Jarnevic, 2026 ONLTB 23056

Date: 2026-03-19

File Number: LTB-T-092017-25

In the matter of: 55 WELCH LANE
HAMILTON ON L9C0G1

Between: Sarah Jagdeo Tenant

And

Robert Jarnevic Landlord

Sarah Jagdeo (the 'Tenant') applied for an order determining that Robert Jarnevic (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 previously adjourned on November 27, 2025 and on December 16, 2025. The adjourned hearing for this application was heard by videoconference on March 13, 2026. The Tenant and the Tenant's representative, Vanessa Smith, attended the hearing. The Landlord and the Landlord's representative, Ali Ahmed, also attended the hearing.

Preliminary Issues:

Previous Interim Order

1. In Interim Order LTB-T-092017-25-IN, issued January 8, 2026, I determined that the *Residential Tenancies Act, 2006* (the "Act") applies to this tenancy.
2. In Interim Order LTB-T-092017-25-IN, issued January 8, 2026, I also determined that on September 11, 2025, the parties' oral agreement implied that the rental unit was the entire townhouse residential complex, and that the Tenant and her family would be the sole residents of the rental unit. Furthermore, in the order I determined that the Landlord's residence in the townhouse is not supported by the oral and implied tenancy agreement established between the parties on September 11, 2025.

Adjournment Request

3. The Tenant requested an adjournment given that she had recently retained legal counsel and her legal counsel required more time to prepare for the hearing.
4. The Landlord did not consent to an adjournment, noting that the Tenant chose to retain legal counsel a few days before the hearing, and this choice should not delay the proceedings and prejudice the Landlord.
5. I am satisfied that the parties received the Notice of Hearing for this matter on January 30, 2026, and therefore had sufficient time to prepare for the hearing, to include retaining legal counsel. Accordingly, the Tenant's request to adjourn the matter is denied.

T2 Amendment

6. On November 19, 2025, the Tenant submitted a request to the Landlord and the Board to amend her T2 application. The amended T2 application included additional allegations of illegal entry, substantial interference and harassment, as well as added new allegations of changing the locks and withholding vital services. In addition, the amended T2 significantly increased the monetary remedies from the original T2 by seeking a rent abatement and compensation of \$30,000.00 for pain and suffering.
7. The Landlord did not consent to the T2 amendment, asserting that the significant increase in the number of allegations, as well as the remedies sought, would be extremely prejudicial to him given that he had prepared to respond to the original T2 application.
8. I find that the T2 amendments requested by the Tenant are more than minor amendments to the original T2, and add significant changes to both the reasons for the application as well as the remedies sought. The amendments requested would materially alter the original T2, and would most effectively be heard through a separate application. I am satisfied that amending the application would not be fair to the Landlord.
9. I find that the prejudice to the Landlord of responding to additional allegations with significantly increased monetary remedies outweighs the prejudice to the Tenant of filing another T2 application that provides all the parties with more time to properly present and adequately respond to the new allegations. For these reasons, in accordance with the Board's Rules of Procedure 15.3, the Tenant's request to amend her T2 application is denied.

Tenant's Disclosures

10. The Landlord stated that although the Tenant has submitted disclosures to the Tribunals Ontario Portal (TOP), these disclosures were never served to the Landlord as ordered in LTB-T-092017-25-IN. The Landlord noted that he never agreed in writing with the Tenant to the exchange of documents via TOP. The Landlord requested that the Tenant's disclosures that were not directly served to him, not be considered at the hearing.
11. The Tenant acknowledged that her disclosures were not properly served to the Landlord.

12. I accept that the Tenant's disclosures were not correctly served to the Landlord. The use of any of the Tenant's disclosures during the hearing will be determined on a case-by-case basis, for each potential disclosure requested for use by the Tenant.

Determinations:

13. As explained below, the Tenant has not proven the allegations contained in the application on a balance of probabilities. Therefore, the Tenant's application must be dismissed.
14. On November 2, 2025, the Tenant filed a T2 application (T2) pursuant to s. 29(1) of the *Residential Tenancies Act, 2006* (the "Act"). The Tenant's T2 application alleges the Landlord:
- a) entered the rental unit illegally on October 28, 2025;
 - b) substantially interfered with the Tenant's reasonable enjoyment of the rental unit, and harassed the Tenant by:
 - i. threatening the Tenant on October 8, 2025;
 - ii. threatening the Tenant with eviction on September 28, 2025, and numerous times in October 2025; and
 - iii. screaming at the Tenant for non-payment of rent on October 31, 2025.
15. The Tenant's T2 allegations are from incidents later than November 2, 2024, and therefore fall within the limitation period pursuant to s. 29(2) of the Act. Accordingly, the Tenant's allegations will be considered.

Illegal Entry

16. The Tenant testified that on October 28, 2025, the Landlord entered the garage and the living area of the unit for 15 to 20 minutes without 24 hour written notification, and without the Tenant's consent. The Tenant explained that she was not at the unit during the illegal entry; however, her mother was in the unit and witnessed the illegal entry. The Tenant stated that there was no emergency in the unit that required the Landlord to enter the unit.
17. The Landlord testified that he entered the unit on October 28, 2025, to use the garage; however, he called the Tenant before his entry, and the Tenant advised him that her mother would let him in the unit. The Landlord stated that when he arrived at the unit the Tenant's mother allowed his entry into the unit.
18. On the basis of the evidence provided, I find that the Landlord did not enter the rental unit illegally on October 28, 2025, and therefore did not breach his responsibilities pursuant to s. 25 of the Act. The Tenant has the burden to prove that the Landlord entered the rental unit illegally on October 28, 2025. The Tenant did not provide sufficient evidence, such as testimony or a declaration from her mother, to establish that there was no consent for the Landlord's entry. I find the Landlord's direct evidence with respect to the consent he received more compelling than the Tenant's hearsay evidence regarding her mother's consent. Accordingly, I am satisfied that the Tenant's mother, acting on behalf of the Tenant, consented to the Landlord's entry on October 28, 2025. The entry was therefore legal pursuant to s. 26(1)(b) of the Act.

Substantial Interference and Harassment

19. 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.

20. Section 23 of the Act states:

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

21. 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.

Threats on October 8, 2025

22. The Tenant testified that on October 8, 2025, just outside the living area of the unit, the Landlord threatened to make her life difficult by calling the police and employing his friends to make her feel uncomfortable.
23. The Landlord stated that he does not recall having this conversation with the Tenant on October 8, 2025. The Landlord explained that his communication with the Tenant was at times assertive given his frustration with the tenancy; however, he was never threatening.
24. On the basis of the evidence provided and on a balance of probabilities, I find that the Landlord did not substantially interfere with the Tenant's reasonable enjoyment of the rental unit, or threaten the Tenant, during a conversation with her on October 8, 2025. The Tenant has the burden to prove the Landlord's alleged substantial interference and threats on October 8, 2025. The Tenant did not provide sufficient evidence, such as an audio recording or written transcript of the incident, to establish that a conversation between the parties occurred on October 8, 2025, and that if the conversation took place, the Landlord's dialogue substantially interfered with her reasonable enjoyment of her unit, or was vexatious or threatening in such a manner that the Landlord ought to have known would be unwelcome. For these reasons, I find that the Landlord did not breach his responsibilities pursuant to s. 22 and s. 23 of the Act.

Eviction Threats on September 28, 2025 and in October 2025

25. The Tenant stated that on September 28, 2025, and on numerous occasions in October 2025, through text messages or phone calls, the Landlord threatened her with eviction. The Tenant was unable to identify the specific dates of the eviction threats in October 2025, but she did submit a copy of her text message exchange with the Landlord's agent from September 28, 2025. The Tenant's copy of her text messages with the Landlord's

agent from September 11, 2025 to October 27, 2025, was submitted as evidence during the first portion of this hearing on December 16, 2025. The Landlord did not object to the Tenant's continued use of this evidence.

26. The Landlord testified that he communicated with the Tenant numerous times regarding her payment of rent, and that he was frustrated with her non-payment; however, he never threatened her.
27. On the basis of the evidence provided and on a balance of probabilities, I find that the Landlord did not substantially interfere with the Tenant's reasonable enjoyment of the rental unit, or threaten the Tenant, through alleged eviction threats on September 28, 2025 and in October 2025. The Tenant has the burden to prove the Landlord's substantial interference and threats on these dates. However, the Tenant did not provide a single specific alleged eviction threat from the Landlord for the month of October 2025.
28. After reviewing the text message conversation between the Tenant and the Landlord's agent on September 28, 2025, I am satisfied that if the Landlord did not receive rent payment on September 29, 2025, he would ask the Tenant to vacate the unit on September 30, 2025. As provided in s. 37(3) of the Act, a tenancy may be terminated without a notice of termination if the Landlord and Tenant agree to terminate the tenancy. Either party may ask the other party to terminate the tenancy on a specific date, and either party may decline. I find that the Landlord's intention to ask the Tenant to vacate the unit on September 30, 2025, in the event that rent is not paid, was his intent to terminate the tenancy by agreement pursuant to s. 37(3) of the Act. The Tenant retained the right not to agree. Accordingly, I find that the Landlord's agent's text message to the Tenant on September 28, 2025, relaying the Landlord's intention, did not substantially interfere with the Tenant's reasonable enjoyment of her unit, and was not threatening. I find that the Landlord's conduct with respect to the September 28, 2025 text message was reasonable and appropriate under the circumstances.
29. For the reasons provided in paragraph 27 and 28 above, I find that the Landlord did not breach his responsibilities pursuant to s. 22 and s. 23 of the Act.

Rent Payment Screaming on October 31, 2025

30. The Tenant testified that on October 31, 2025, the Landlord screamed at her for non-payment of rent and advised her that the tenancy is an Airbnb agreement.
31. The Landlord testified that he communicated with the Tenant on October 31, 2025, about her non-payment of rent, and that he was frustrated by her lack of payments, but he does not recall screaming at her and he never threatened her.
32. On the basis of the evidence provided and on a balance of probabilities, I find that the Landlord did not substantially interfere with the Tenant's reasonable enjoyment of the rental unit, or harass the Tenant, during a conversation with her on October 31, 2025. The Tenant has the burden to prove the Landlord's alleged substantial interference and harassment on October 31, 2025. The Tenant did not provide sufficient evidence, such as an audio recording or written transcript of the incident, to establish that the Landlord's dialogue substantially interfered with her reasonable enjoyment of her unit, or was vexatious in a manner that the Landlord ought to have known would be unwelcome. For

these reasons, I find that the Landlord did not breach his responsibilities pursuant to s. 22 and s. 23 of the Act.

Summary

33. The Tenant has not established that the Landlord breached s. 22, s. 23, or s. 25 of the Act. Accordingly, the Tenant's application must be dismissed, and the Tenant's request for remedies will not be considered pursuant to s. 31 of the Act.

It is ordered that:

1. The Tenant's application is dismissed.

March 19, 2026
Date Issued

Frank Ebner
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.