



Order under Section 30 / 31 Residential Tenancies Act, 2006

Citation: Bahrani v Equity Builders, 2026 ONLTB 23074

Date: 2026-03-19

File Number: LTB-T-094368-24

In the matter of: 805, 3085 QUEEN FREDERICA DRIVE
MISSISSAUGA ON L4Y3A4

Between: Safaa Bahrani Tenant

And

EQBLTD equity builders Landlord

T2 Application

Safaa Bahrani (the 'Tenant') applied for an order determining that EQBLTD Equity Builders (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.

T6 Application

Safaa Bahrani (the 'Tenant') also applied for an order determining that EQBLTD Equity Builders (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.

This application was heard by videoconference on February 5, 2026.

The Landlord's agent Jane Seale and the Tenant attended the hearing.

Determinations:

Preliminary Issue

1. The Landlord's representative raised a preliminary issue in relation to limitation periods applicable to the Tenant's allegations.

2. While exploring the limitations issue the Tenant clarified that the only allegations being raised are: T2 application- illegal entries, harassment, misuse of inspection/unauthorized photos, and T6 application- rodent infestation. Accordingly, the hearing proceeded only on these issues.

T2 Application

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

Illegal Entries

4. The Tenant's application alleges two illegal entries by the Landlord on November 15, 2024, and November 19, 2024.
5. The Tenant testified that they discovered a notice of entry posted to their door when they returned home on November 14, 2024, at 5:00 p.m. The notice was for entry on the following day (November 15, 2024).
6. The Tenant was not present on November 15, 2024, when the Landlord's agents entered the unit. The Tenant's evidence is that her child had not been sleeping, and the Landlord's entry was at an inconvenient time for her family.
7. The Tenant testified that her spouse was at the rental unit on November 15, 2024, when the Landlord's agents took photographs while inside the rental unit and she felt harassed, judged, and humiliated. The Tenant acknowledged that her home was messy at the time of the entry because she was navigating challenges with her child.
8. The Tenant also gave evidence that during the entry her husband asked the Landlord's agents to remove their shoes, and they replied, "In this condition?".
9. The Tenant submitted a copy of an e-mail dated November 15, 2024, wherein the Tenant expresses their concern about the photographs taken on November 15, 2024, but the focus of the concern being expressed is specificity in the reason for entry and the photographs taken during the inspection.
10. The Landlord's agent Jane Seale (JS) corroborated the evidence in relation to notice being served on November 14, 2024, for entry on November 15, 2024, but clarified that the notices of entry were prepared at 8:00 a.m. and the superintendent was delivering them by 9:30 when JS was leaving.
11. JS explained that the notice of entry for November 15, 2024, was served to perform plumbing and unit "pre-inspections" prior to fire inspections scheduled for November 19, 2024.
12. JS also gave evidence that when the Tenant's spouse asked the Landlord's agents to remove their shoes JS replied that they can use "booties", but it would be a safety issue to remove their shoes. The Tenant's husband ultimately invited the Landlord's agents to enter without requiring shoe/boot covers.

13. JS testified that photographs were taken during the inspection of the Tenant's unit because there were "N5 issues" identified which the Landlord's agent wanted to document.
14. The Tenant did not submit a copy of the notice of entry and neither did the Landlord's agent. In the absence of the notice of entry being submitted I am unable to determine whether the contents of the notice complied with the requirements set out in section 27 of the Act.
15. Further, despite the Landlord's agent acknowledging that a notice was served that may not have conformed with the requirement that a reasonable window of entry be provided, the Tenant's husband permitted entry to the rental unit on November 15, 2024.
16. The Tenant also testified that another notice of entry was served on November 18, 2024, and received at 11:00 a.m. The Tenant sent an e-mail to the Landlord complaining about the short service of the notice however, the Tenant permitted the Landlord to enter again on November 19, 2024.
17. The Tenant's husband consented to entry on November 15, 2024, and the Tenant consented to entry on November 19, 2024, regardless of the sufficiency of the notices that were served. Section 26(1)(b) of the Act provides:

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

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

18. As discussed below, the photographs taken during the entry on November 15, 2024, do not render the entry unlawful.
19. Accordingly, I do not find that the Tenant has proven, on a balance of probabilities, that the Landlord illegally entered the Tenant's rental unit on November 15, or November 19, 2024.

Harassment and Interference- Removing Shoes / Photographs

20. The Tenant alleges that during the entry on November 15, 2024, the Landlord's agents were asked to remove their shoes and refused. Further, on the same date, the Landlord's agent took photographs during the entry which the Tenant asserts was solely for the purpose of humiliating and embarrassing the Tenant.
21. In relation to the allegation that the Landlord's agents failed to remove their shoes before entering the rental unit, I accept the testimony of JS that the Landlord's agents offered to wear shoe or boot coverings, and the Tenant's husband invited them to enter without boot or shoe coverings.
22. Further, the Tenant did not submit evidence or testify that the requirement for the Landlord to remove their shoes was based on a religious or *Code* protected ground. I do not find that the Landlord's agents' failure to remove shoes was harassing or interfered with the Tenant.
23. The Tenant also alleges that during the inspection the Landlord took unauthorized photographs which the Tenant feels was harassing and humiliating.

24. The Divisional Court has previously considered issues in relation to photographs being taken in a rental unit in the context of illegal entry: *Nickoladze v Bloor Street Investments/Advent Property Management*, 2015 ONSC 3893 (CanLII), and *Juhasz v Hymas*, 2016 ONSC 1650 (CanLII).
25. In *Nickoladze v Bloor Street Investments/Advent Property Management*, 2015 ONSC 3893 (CanLII) the landlord took photographs during an inspection of the rental unit for use in an upcoming LTB proceeding. The Divisional Court agreed with the LTB that this was not illegal entry. The photographs were taken for a proper purpose because section 27 expressly authorizes a landlord to enter a rental unit for the purposes of conducting an inspection. The Court added that while it might be prudent for a landlord to expressly include the possibility that photographs may be taken in the notice, the failure to do so does not render the entry unlawful.
26. However, in *Juhasz v Hymas*, 2016 ONSC 1650 (CanLII), the Divisional Court found that, absent a specific term of the lease or the tenant's consent, section 27 does not authorize or require entry into a tenant's unit to take photographs for marketing purposes to advance the sale of the property.
27. While both decisions relate to allegations illegal entry, the Divisional Court considers different circumstances in which a landlord takes photographs in a rental unit.
28. The Divisional Court writes in *Nickoladze v Bloor Street Investments/Advent Property Management*:
- “Further, the fact that photographs were taken does not, by itself, constitute an infringement of the tenant’s privacy rights. It would only constitute an infringement if it was done for an improper purpose. In this case, the Board determined that the photographs were taken for the purpose of the inspection and for use at the hearing of the tenant’s outstanding applications. It was open to the Board, on the evidence, to reach that conclusion. In this day and age, it is not at all surprising that either a tenant or a landlord would take pictures of relevant items in order to use them at a hearing before the Board...”
29. In this matter, I do not find that the photographs taken by the Landlord are harassing or an interference with the Tenant. The photographs were taken for the purpose of documenting issues discovered by the Landlord’s agents during an inspection. The photographs were not taken for marketing purposes, publication, or dissemination, and do not constitute an infringement of the Tenant’s privacy rights.

T6 Application

30. The Tenant’s application alleges that the Landlord did not secure the Tenant’s mailbox, refused entry to an internet service provider, and failed to perform maintenance on a bathtub. The Tenant further alleges that there was a mice infestation since December 2023.
31. The Tenant’s allegations in relation to the mailbox, internet service provider, and bathtub lack specific details, including dates and times. Accordingly, these issues were not considered at the hearing.

32. The Tenant testified that there was a mice infestation in the residential complex and submitted an e-mail dated December 29, 2023, advising the Landlord about the issue.
33. A further communication was sent to the Landlord on June 7, 2024, advising of the persistence of the pest problem.
34. The Tenant's evidence is that she called the City many times about the issue which lasted for approximately one year. The Tenant also testified that pest control came out 2 or 3 times, but the issue wasn't finally resolved until December 2024, or January 2025.
35. JS testified that the Landlord has never received a City order in relation to the issue with mice and that the Landlord performed treatments to eradicate the issue.
36. JS also testified that the Tenant's rental unit was noted to have cleanliness issues which may have contributed to, or prolonged treatment for any pest issues.
37. JS submitted three pest control reports showing that the Landlord had pest control services perform treatments on February 8, 2024, June 27, 2024, and July 25, 2025. In each of the reports, the Tenant's rental unit is listed as having "poor" to "moderate" sanitation. JS gave evidence that there were conversations with the Tenant about correlations between cleanliness and pest issues.
38. Based on the evidence before me, I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to maintain the rental unit or residential complex and did not fail to comply with health, safety, or housing maintenance standards.
39. 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. [Emphasis added]
40. In this case the Tenant complained about a rodent issue on December 29, 2024, and the Landlord engaged a pest control company to perform treatments which began on February 8, 2024. I do not find the delay of approximately four weeks to be unreasonable to engage a pest control company and begin performing treatments. Two subsequent treatments were performed, and the issue was ultimately resolved.
41. The only other evidence of a complaint is dated June 7, 2024, and a treatment was performed on June 27, 2024, with a follow-up treatment on July 25, 2025. I find that the Landlord acted promptly to resolve the rodent issue performing three treatments since notification of the issue on December 29, 2024, and the problem was resolved in July 2024.
42. Despite the Tenant testifying the issue continued until December 2024, no evidence of complaints were submitted to show there rodents were still present after July 2024, and I am satisfied that the rodent problem was remedied in July 2024.

43. The Landlord acted promptly and diligently to address the rodent problem performing three pest control treatments within 6 months. The evidence before me is that the condition of the Tenant's rental unit may have contributed to the delay in eradicating the issue
44. Accordingly, I do not find the Tenant proved, on a balance of probabilities, that the Landlord was in breach of their maintenance obligations in relation to the rodent issue that occurred between December 2023, and July, 2024.

It is ordered that:

1. The Tenant's applications are dismissed.

March 19, 2026
Date Issued

Kyle McGraw
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.