



**Order under Section 31
Residential Tenancies Act, 2006**

File Number: LTB-T-066429-24

In the matter of: D3, 143 COLUMBIA ST W
WATERLOO ON N2L3L2

Between: Samuel Nolan Tenant

And

Accommod8u Landlord

Samuel Nolan (the 'Tenant') applied for an order determining that Accommod8u (the 'Landlord'):

- entered the rental unit illegally.

This application was heard by videoconference on October 15, 2025.

Only the Tenant attended the hearing.

As of 9:47 AM, the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

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

Preliminary Issue – Tenant's Request to Amend

2. The Tenant's request to amend their application was denied for the following reasons.
3. On October 8, 2025, the Tenant served the Landlord and filed with the Board a copy of a request to amend their application.
4. The Tenants original application, filed on August 25, 2024, alleges that the Landlord illegally entered the rental unit on August 26, 2023, and August 16, 2024.
5. The Tenant's amended application makes the following allegations:

- August 31, 2024, the Landlord changed the locking system to the unit without giving the Tenant replacement keys.
 - September 18, 2024, the Landlord substantially interfered with the Tenants reasonable enjoyment of the rental unit by removing the router and modem for internet service.
 - Between December 2024 and January 2025, the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit due to construction work within the unit.
6. A request to amend an application may be appropriate where a party seeks to correct errors or provide additional particulars to allegations already pleaded. In some circumstances, an amendment may also be used to add further occurrence dates relating to the same alleged conduct described in the original application. However, a request to amend must not be used to circumvent the one-year limitation period set out in section 29(2) of the Residential Tenancies Act, 2006 (the "Act"), nor should it serve as a mechanism to repeatedly introduce new allegations that are unrelated to the original claims.
7. When the dates of the additional allegations set out in the Tenant's amended application are considered in relation to the date the amendment request was filed, it is evident that, had the Tenant filed a new application, all but one of the allegations would have been statute-barred. By proceeding by way of an amended application, the Tenant retained the benefit of the original filing date, thereby effectively overcoming the applicable limitation period.
8. I also find that granting the amendment request would be procedurally unfair. Although the Landlord did not attend the hearing, they were initially provided with the Tenant's application, which alleged only illegal entries, as well as notice of the hearing on May 8, 2025. On October 8, 2025—only six days before the hearing—the Landlord was served with what was, in effect, an entirely new application containing additional allegations. The Tenant provided no reasonable explanation for waiting until October 2025 to seek the amendment, despite the fact that the new allegations arose several months earlier.
9. As stated in Interpretation Guideline 5, "the fact that the tenant did not bring the application when the breach first arose does not affect the tenant's right to file an application. There is no provision in the RTA requiring the tenant to bring an application immediately upon the breach of an obligation by the landlord." For this reason, and for the reasons set out above, I find that the Tenant had ample opportunity to file a new application for all additional allegations. In the circumstances, granting the amendment request would be procedurally unfair. Accordingly, the hearing proceeded on the basis of the allegations contained in the Tenant's original application only.

Illegal Entries

10. The Tenant testified he rented one of 4 bedrooms and stated that each tenant in the other rooms had their own lease agreement and shared common areas such as the kitchen, bathrooms, living area, and basement.

11. The Tenant testified that on August 26, 2023, he received an email around 8:30 AM giving notice for maintenance and at around 10:30 AM the same day the Tenant woke up to two men performing maintenance. The Tenant further testified that on August 28, 2024, the Landlord knocked on the main door and when the Tenant did not answer, the Landlord used the door code and entered the unit. On both dates, the Tenant confirmed that the Landlord and/or maintenance workers did not enter the Tenant's personal room.
12. When addressing the Tenant's claim, I must determine what is considered the "rental unit". Is the rental unit the entire building, including common areas or the Tenant's room only? This determination is important because, in general, an illegal entry involves a landlord's entry into a rental unit. Sections 26 and 27 of the Act, which establish what constitutes illegal entry, set out when a landlord can enter a rental unit.
13. Based on the testimony and evidence before me, and on the balance of probabilities, I find that the rental unit includes the Tenant's room only. The Tenant described in his testimony that the residential complex is a rooming house and that he signed a lease agreement for his individual room in the house. Section 2(1) of the Act defines "rental unit" to include a room in a boarding house. This is different from "residential complex" which means a building or related group of buildings in which one or more rental units are located and it includes all common areas and facilities available for the use of its residents. I find that the common areas the Tenant shares are part of the residential complex, but they are not part of the Tenant's rental unit.
14. Since the Tenant's evidence was that the Landlord never entered his room, I find that the Landlord did not enter the rental unit illegally.
15. Accordingly, the Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

March 20, 2026

Date Issued

Melissa Anjema

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.