



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-078755-24

In the matter of: BSMT, 506 Meadows Blvd
Mississauga ON L4Z1G6

Between: Elliot Loring Wright Tenant

And

Audrey Bell Landlord

Elliot Loring Wright (the 'Tenant') applied for an order determining that Audrey Bell (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.

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

Only the Tenant attended the hearing.

As of 10:56am, 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 proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$2,638.00
2. By way of background the rental unit is a basement unit in a home. The upper floor of the home is occupied by the Landlord.
3. The Tenant testified that on July 19, 2024 he was away from the rental unit and the Landlord called him and asked to enter the rental unit to to access the circuit breaker, and the Tenant told the Landlord they were permitted to enter the unit to do so.
4. However, after the Tenant returned to the rental unit, he discovered that the Landlord had actually entered the rental unit and had replaced his six kitchen lights, which were previously controlled by a switch, with motion activated lights using a sensor.

5. The Tenant testified that he had allowed the Landlord to enter on the basis that they needed to access the circuit breaker only, and therefore the Landlord entered the rental unit illegally.
6. It is undisputed that the Landlord did not provide the Tenant with notice of entry, therefore I must consider whether the Landlord was permitted to enter without notice.
7. Interpretation Guideline 10 states:

Entry without notice

Section 26 provides that a landlord may enter the rental unit without notice:

- in cases of emergency;
- If the tenant consents to the landlord entering the unit at the time the landlord enters;
- where the tenancy agreement requires the landlord to clean the rental unit at regular intervals, the landlord may enter at the times specified in the agreement, or, if no times are specified, between 8:00 a.m. and 8:00 p.m.; and
- if the landlord and the tenant have agreed the tenancy will be terminated or one of them has given notice of termination to the other, the landlord may enter the unit to show it to prospective tenants between 8 a.m. and 8 p.m. and, before entering, the landlord informs or makes a reasonable effort to inform the tenant of the landlord's intention to enter. A landlord must make reasonable efforts, depending upon the facts and circumstances of each case, to give the tenant advance notice in order to permit the tenant to be prepared for entry into the unit by the landlord to show the unit to prospective tenants.

A landlord may not enter the rental unit without notice to perform repairs even where the tenant has requested the repairs unless the landlord obtains the tenant's consent to enter the unit at the time the landlord goes to the unit to make the repairs.

8. In this case while the Tenant consented to the Landlord entry, I accept that this consent was given on the basis that the Landlord was entering in order to access the circuit breaker only, and consent would not have been provided if the Landlord had been truthful regarding their reason for entering the rental unit, which was to perform unwanted changes to the lighting system in the kitchen.
9. Therefore, I find that the Landlord entered the rental unit illegally.
10. The Tenant testified that six lights in the kitchen were changed from based switch to motion sensor activated, and this substantially interfered with his reasonable enjoyment. He testified that the lights would frequently turn off while he was using the kitchen and would often turn off while he was sitting at the table eating, or hosting guests in the kitchen. The Tenant testified that he would then have to stand up and wave his arms around in order to reactivate the lights. The Tenant testified that this occurred every time he used the kitchen.

11. The Tenant testified that he requested the Landlord remove the motion detector and return the kitchen lights to switch control, but they refused to do so. The Tenant testified that this continued to interfere with his use of the kitchen until he vacated on March 2, 2025.
12. Based on the Tenants uncontested evidence I am satisfied that this substantially interfered with his reasonable enjoyment of the kitchen, and he was forced to remain in motion, in order to ensure the lights remained on within the kitchen. I also note that this change made performed under false pretence and without the consent or knowledge of the Tenant, and the Landlord refused to remedy it when made aware of the inference it presented. Therefore, I find that the Landlord substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

Remedies

13. The Tenant sought a rent abatement of 25% of the rent paid from August 2024 to February 2025. The Tenant testified that the kitchen represented approximately one third of the rental unit and its use was significantly reduced by the motion activated lights. The Tenant also testified that the abatement should reflect the Landlord's illegal entry into the unit.
14. I am satisfied that an abatement is appropriate. However, I am not satisfied that a 25% abatement is reasonable under the circumstances. While I accept that the functionality of the kitchen was reduced, it was not rendered unusable or uninhabitable. Accordingly, I find that a 20% abatement is appropriate to reflect the loss of utility within the kitchen, and to reflect that this change was made under false pretense and without the consent of the Tenant, and to reflect the illegal entry by the Landlord. Therefore, I find that a rent abatement of \$2,590 is appropriate in the circumstances.

It is ordered that:

1. The total amount the Landlord Superintendent shall pay the Tenant is \$ 2,638.00 This amount represents:
 - \$2,590 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 12, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 12, 2026, the Landlord will owe interest. This will be simple interest calculated from April 13, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

April 1, 2026
Date Issued

Reid Jackson
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.