



Order under Section 69 Residential Tenancies Act, 2006

Date: 2026-04-08

File Number: LTB-L-075689-25

In the matter of: 408, 1 CHURCH ST
TORONTO ON M5E1Y6

Between: Toronto Community Housing Corporation Landlord

And

S.B. Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict S.B. (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on March 31, 2026.

The following people attended the hearing:

- The Landlord's legal representative, Travis King;
- The Landlord's legal representative as co-counsel, Jessica Fletcher;
- The Landlord's instructing client, Camille Abraham;
- The Landlord's witness, David Losier;
- The Landlord's witness, Pema Wangyal;
- The Landlord's witness, Keisha Tanner; and
- The Tenant.

Determinations:

Preliminary Issues

This Order

1. On January 7, 2026, the Board issued Interim Order LTB-L-075689-25-IN. As per the reasons outlined in that order, the Tenant was referred to as “SB” throughout the hearing and this order has been redacted to that effect. No additional unredacted version of this order will be issued and no copy of this order will be published.

Tenant Duty Counsel

2. Tenant Duty Counsel (‘TDC’) from SB’s region attended the virtual hearing room at the outset of the hearing. The Tenant was given an opportunity to speak with TDC in a private breakout room. However, after several minutes, TDC and the Tenant returned to the main hearing room and TDC left after expressing she was “no longer comfortable moving forward”¹.

Adjournment Request

3. The Tenant requested that the hearing be adjourned because she had been unable to obtain legal representation. The Landlord strenuously objected to the Tenant’s adjournment request.
4. At the hearing, I denied the Tenant’s adjournment request because this matter had already been previously adjourned at the Tenant’s request on December 3, 2025. I also mentioned to the Tenant that the right to representation is not an absolute right. This principle is outlined in the Board’s *Interpretation Guideline 1: Adjourning and Rescheduling Hearings*. This Guideline says:

Section 10 of the SPPA states that a party may be represented by a representative at a hearing. However, **the right to representation is not absolute and an adjournment is not automatically granted when it is requested on this ground**. The onus is on the party wishing to be represented to make all reasonable efforts to find a lawyer or paralegal able to represent them at the hearing once they become aware of the hearing date. [Emphasis added]

5. I also pointed out to the Tenant that she had already been given ample time to seek out legal representation as the Board’s Notice of Hearing provides a phone number to call for this purpose. The Landlord’s legal representative also mentioned that his office had provided the Tenant with a list of local legal clinics on four occasions both by mail and email.
6. In short, as the Tenant had already been given more than ample time to seek out legal representation, I denied her adjournment request and proceeded to hear the merits of the Landlord’s application.

¹ Hearing Recording Time Stamp 00:29:07

The Landlord's Application

7. For the following reasons, the Landlord's application must be dismissed.
8. The Landlord served the Tenant with an N5 notice of termination which contains two allegations. First, the notice alleges that the Landlord attempted to enter the rental unit on May 7, 2025, to inspect the fire safety equipment but the Tenant denied entry. Second, the notice alleges that the Landlord attempted to enter the rental unit on May 27, 2025, for the same purpose and the Tenant denied entry. For the following reasons, I am not satisfied on the balance of probabilities that either of these events occurred.

The First "Attempted Entry"

9. For the following reasons, I am not satisfied that the Landlord served the Tenant with a valid notice of entry for May 7th or that the Tenant actually denied entry to the Landlord's agents on that day. I say this because the Landlord failed to call any witnesses with direct first-hand knowledge regarding how or when the Tenant was allegedly served with the Notice of Entry ('NOE'). The Landlord also failed to call any witnesses with direct first-hand knowledge about what precisely happened on May 7, 2025.

a) No Service of the May 5th NOE

10. At the hearing, the Landlord called two witnesses to provide testimony to confirm that the Tenant was served with a NOE on May 5, 2025.
11. The Landlord's first witness, 'DL', says that he is "familiar" with the NOE dated May 5, 2025, and he knows that the "site super" served the Tenant with a NOE on that same day². DL provided no additional details about how he knew the site super served the NOE and he provided no documentary evidence to support his testimony on this point.
12. However, during cross examination, DL changed his testimony and said that he knows the Tenant was served with the NOE on May 5th because he received an email from the Landlord's vendor, 'Eurotech', which confirms that they served the NOE by "posting it on her door"³. DL could not remember the date of this alleged email and he was unable to provide a copy of this email at the hearing.
13. I find that DL's testimony on this point was inconsistent and lacking in sufficient detail. I therefore do not find DL to be credible when he says that the Tenant was served with the NOE on May 5, 2025.
14. The Landlord then called the site supervisor, 'PW', as a witness to provide testimony regarding whether the Tenant was served with the May 5th NOE.
15. PW says that he knows the Tenant was served with the May 5th NOE because someone from Eurotech served this document. This first portion of testimony is problematic for the Landlord because it contradicts DL's initial testimony that the "site super" served the May

² Hearing Recording 00:55:02 and 00:55:29

³ Hearing Recording 01:31:54

5th NOE. In any case, when asked additional questions about how PW knew that Eurotech served the NOE, PW's testimony became inconsistent and evasive.

16. At first, PW said he knew Eurotech served the NOE because they sent him an email confirming their service. I then gave PW additional time to find the email he says he received, but he was unable to do so. This portion of PW's testimony became concerning because, as he was searching for the alleged email, he claimed that he had found "a long chain of so many emails"⁴ which I took to mean that he had found what he was looking for but was scrolling to find the particular email in the chain. This turned out not to be the case.
17. Then, PW changed his testimony and said he knew Eurotech served the Tenant with the NOE because they sent him a "report"; he said "not an email, but I have a report here"⁵. PW then spent several minutes in silence and when I questioned him about this, he said he was "just looking at the report"⁶.
18. At this point in the hearing, and after several unexplained silences, I instructed PW to turn his camera on so I could see what he was doing. After his camera was on, it appeared that PW was holding a pile of papers, which included the NOE, that had various post-it notes on the sides. However, despite his prior claim that he had been "looking at the report", there was in fact no email or report in this pile of documents to support PW's testimony that Eurotech served the Tenant with the NOE.
19. PW then changed his testimony again and said he knows Eurotech served the Tenant with the NOE because they routinely serve everyone in the building and someone from Eurotech told him verbally that they had served everyone in the building⁷. However, PW provided no further details about specifically who told him they served the NOE on the rental unit, how the Tenant was served or any additional details about this alleged conversation.
20. Based on the evidence before me, I find PW's testimony to be internally inconsistent, evasive and lacking in sufficient details. PW was also unable to provide any of the alleged documents he described to support his testimony. I therefore I do not find PW to be credible when he says that Eurotech served the Tenant with the May 5th NOE.
21. As mentioned above, the Landlord failed to call any person from Eurotech with first-hand knowledge regarding how or when they served the Tenant with the May 5th NOE. This means that, in addition to providing less-than-credible testimony on this point, the Landlord's two witnesses both provided hearsay evidence on this point which must be given little weight.
22. The Landlord's lack of credible evidence on this point is particularly concerning because the Tenant denies being served with the May 5th NOE and she provided very detailed testimony on this point. The Tenant says that, on May 5th, she noticed that every other person on her floor had been served with a NOE that was taped to each of their apartment doors. The Tenant says she saw these notices and was confused as to why her door did

⁴ Hearing Recording 02:00:04

⁵ Hearing Recording 02:00:32

⁶ Hearing Recording 02:02:32

⁷ Hearing Recording 02:05:42

not have a similar NOE taped to the outside. The Tenant says she was so confused about this that she sent an email to several of the Landlord's staff specifically asking them why she had not been served with the NOE that she saw on all of her neighbours' doors.

23. The Tenant provided testimony on this point in a detailed and consistent manner and I have no reason to disbelieve her. The Tenant reiterated these same details and this same description of her thought process multiple times during her direct testimony. With each description, the Tenant described what she personally saw, what she thought and the resulting actions she took. I therefore find the Tenant's testimony on this point to be credible.
24. At the hearing, the Tenant provided a copy of her email that is dated May 5, 2025. This email was sent from the Tenant to seven Landlord staff members and says, "I see NOE's on **everyone's doors except mine**; What are you planning?"⁸ [Emphasis added]
25. In addition to providing credible testimony, the Tenant provided documentary evidence at the hearing that supports her testimony.
26. On any application before the Board, the person who alleges any particular incident or event occurred has the burden of leading sufficient evidence to establish that it is more likely than not that their version of events is true. In this case that burden falls on the Landlord to establish that the Tenant was served with the May 5th NOE. Based on the lack of credible testimony from the Landlord's first two witnesses, their complete lack of supporting documentation and in light of the Tenant's credible testimony and supportive documentary evidence, I find that the Landlord has failed to provide sufficient evidence to establish that the Tenant was served with the May 5th NOE. I am therefore not satisfied on the balance of probabilities that the Tenant was served with the May 5th NOE as the Landlord claims.

b) The "Attempted Entry" on May 7, 2025

27. For the following reasons, I am also not satisfied that the Landlord's agents attempted to enter the rental unit on May 7, 2025, or that the Tenant denied them entry on that date. Once again, this is because the Landlord failed to call any witnesses with first-hand information about exactly what happened on May 7, 2025.
28. The Landlord's first witness, 'DL', says that Eurotech staff attempted to enter the rental unit on May 7, 2025, but were denied entry by the Tenant.
29. The problem with DL's testimony is that he admits he "was not on site" on May 7, 2025, and does not remember that day.⁹ This admission confirms my finding that DL has no first-hand knowledge of exactly what happened at the rental unit on May 7, 2025. This means DL's testimony on this point is inherently unreliable and must be given little weight.
30. I would also note that DL says he knows Eurotech attempted to enter the rental unit unsuccessfully because they sent him an email to this effect. However, DL was unable to

⁸ See evidence DOC-7680756; "LTB-L-075689-25- SB Submissions for Dec. 3, 2025 LTB Matter Vexatiously Filed by TCHC"; Attachment called "May 5, 25 No Answer from Mark Soloman"

⁹ Hearing Recording 00:55:13

produce that email at the hearing. This means his testimony was not supported by any documentary evidence at the hearing. As DL's testimony was not based on any first-hand knowledge and as his testimony was unsupported by any documentary evidence, I have given DL's testimony little weight.

31. The Landlord's remaining witnesses provided no information about any of the events that allegedly occurred on May 7, 2025.
32. Based on the evidence before me, I am not satisfied on the balance of probabilities that the Tenant denied entry into the rental unit on May 7, 2025. I say this because of the insufficient evidence the Landlord provided, but also because of the credible testimony the Tenant provided on this point.
33. In particular, the Tenant says she opened her door on May 7, 2025, and personally saw Eurotech staff and a security guard visiting other units on her floor. The Tenant says that she knows who was in the hallway and they "looked at me like a deer caught in headlights...like they were scared of me."¹⁰ The Tenant says there was "an eerie silence on that day...it's as if they were trying to be very quiet".¹¹
34. The Tenant says none of the Eurotech staff or the security guard attempted to enter her unit. In fact, she says that she "stood there as they did all of the entries with my door open and they were telling each other not to come to my door and they wouldn't engage with me."¹²
35. The Tenant provided testimony on this point in a detailed and consistent manner and I have no reason to disbelieve her. I believe the Tenant when she says that she personally saw Eurotech staff and a security guard attending all of the units on her floor, except for hers. I believe the Tenant when she says they appeared to be intentionally avoiding her and did not attempt to enter her unit.
36. Based on the Tenant's credible testimony and the lack of sufficient evidence from the Landlord, I am not satisfied on the balance of probabilities that the Tenant denied entry to the rental unit on May 7, 2025. This means this portion of the Landlord's application must be dismissed.

The Second "Attempted Entry"

37. The Landlord says that the Tenant denied entry to the rental unit on May 27, 2025. The Tenant says the Landlord did not attempt to enter the unit on May 27, 2025, because the entry was cancelled. For the following reasons, I am not satisfied that the Tenant denied entry on May 27, 2025.
38. I say this because, once again, the Landlord failed to call any witnesses with direct first-hand knowledge of exactly what happened on May 27, 2025. DL was unable to remember if he was on site that day, but he knows Eurotech attempted to enter the rental unit but was

¹⁰ Hearing Recording 02:48:54

¹¹ Hearing Recording 02:49:25

¹² Hearing Recording 02:49:46

denied entry by the Tenant. DL says he knows this because Eurotech sent him an email, but he was unable to provide a copy of this email at the hearing.

39. PW says he knows that Eurotech was denied entry into the rental unit on May 27th because they told him verbally. However, PM was unable to recall exactly who he spoke to or what they looked like. PM also failed to provide any additional details about that alleged conversation.
40. Once again, neither of the Landlord's witnesses have any direct first-hand knowledge of what happened at the rental unit on May 27, 2025. Neither witness attended the rental unit on that day and neither one could provide any reliable details regarding exactly what happened at the rental unit. For these reasons, I am giving the testimony from these witnesses very little weight.
41. In contrast, the Tenant provided extensive details regarding exactly what happened on May 27, 2025, and she says no one from Eurotech attempted to enter the rental unit. There is no dispute that the Tenant was served a NOE on May 23, 2025. The Tenant says she expected someone from Eurotech to arrive at the building on the date and time specified in the notice, so she went to the lobby to meet them on May 27, 2025.
42. The Tenant says that, once she met the Eurotech staff in the lobby, she had a discussion with them about how they expected to enter the unit, who would be present and what procedure they would follow. The Tenant says she has a good relationship with the Eurotech staff, and in particular their representative named Brandy. The Tenant says that Brandy had no problem discussing these issues with her when she arrived on May 27, 2025.
43. As a result of that meeting, the Tenant says that Brandy agreed to discuss their approach further with other Eurotech personnel. Ultimately, the Tenant says that Brandy rescheduled the attempted entry on May 27, 2025, and sent her a text message to this effect.
44. I asked the Tenant several questions about her meeting with Brandy on May 27, 2025, and she responded each time in a detailed manner describing who she spoke to, what happened and how she felt. I therefore find the Tenant to be credible on these points and I have no reason to disbelieve her when she says the May 27th entry was cancelled.
45. In addition, the Tenant provided a copy of the text message she received from Brandy which cancels the May 27th entry. At the hearing, the Tenant provided a chain of text messages between Brandy and herself.
46. I would note that the Landlord objected to admitting these text messages because they were in the form of a transcript and not screen shots from the Tenant's phone. At the hearing, I found the text message transcript to be admissible. First, the Board routinely admits this kind of text message transcript evidence from parties, particularly when a party would like to keep their phone numbers private. Due to the public nature of the Board's hearings, it is understandable that parties sometimes do not wish to have their phone number shared on our hearing screens. This is why the Board routinely admits this kind of text message transcript evidence.
47. I would also note that there is nothing obviously concerning about the particular text message transcript before me. The transcript includes dates and time stamps and the

parties appear to converse with each other in a typical “text message style”. In short, there is nothing concerning about this transcript that would lead me to conclude that the Tenant had tampered with its contents in any way. For these reasons, I found the text message transcript to be admissible at the hearing.

48. The transcript says,

BN- 11:44 AM **Unit 408 to be rescheduled to follow access requirement.** A female technician and female security guard will be required for access into the unit and vendor badge present. Time and location must be allocated for meeting with SB prior to unit access and CSU not be present. If all criteria is met then there should be no issue with access. Is there anything you would like me to add?¹³ [Emphasis added]

49. This documentary evidence supports the Tenant’s testimony that no one attempted to enter the rental unit on May 27th because the staff from Eurotech cancelled the attempted entry.

50. Based on the evidence before me, I am not satisfied on the balance of probabilities that the Tenant denied the Landlord entry to the rental unit on May 27, 2025. The Landlord failed to call any witnesses with first-hand knowledge of this event. The Tenant provided credible testimony that was supported by documentary evidence to establish that the May 27th entry was cancelled. For all of these reasons, I am not satisfied that the Tenant refused entry on May 27, 2025. As a result, this portion of the Landlord’s application must be dismissed.

51. As the Landlord has failed to establish on the balance of probabilities that the events outlined on the notice of termination actually happened, the Landlord’s application must be dismissed. An order will issue accordingly.

Document Problem

52. For the sake of completeness, I would note a final concern with the Landlord’s application. In particular, there appears to be some inconsistency with at least one of the Landlord’s documents.

53. At the hearing, the Tenant said her primary concern when she met with Brandy on May 27th was that the NOE she received described the Landlord’s upcoming visit as a “follow-up on fire alarm inspection-unit”. This description made no sense to the Tenant as the Landlord had never previously entered her unit to inspect the fire alarm. The Tenant says she found this description concerning as it appeared that the Landlord was attempting to create a paper trail to “create a false case to come to the LTB”¹⁴.

54. The initial problem with the Tenant’s description of the May 23rd NOE is that it did not resemble the May 23rd NOE that the Landlord produced at the hearing. The Landlord’s

¹³ See evidence DOC-7680756; “LTB-L-075689-25- SB Submissions for Dec. 3, 2025 LTB Matter Vexatiously Filed by TCHC”; Attachment called “SB Texts with Brandy N. of ESI”

¹⁴ Hearing Recording 03:30:26

NOE as presented at the hearing described the upcoming May 27th entry as being for the “Annual Fire Alarm Inspection” and not a follow-up inspection.¹⁵

55. However, near the end of the hearing, the Tenant provided to the Board a copy of the May 23rd NOE she received from the Landlord. As per her description, the Tenant’s NOE says the Landlord wished to enter the unit on May 27th to “follow-up on fire alarm inspection-unit”¹⁶. In short, the Tenant’s NOE is different from the Landlord’s NOE.

56. The Tenant failed to present this document to either of the Landlord’s witnesses to elicit their response, so this document does not form part of my analysis regarding the merits of the Landlord’s application. However, I would note for the record that it is concerning that there appears to be at least some inconsistency between the document the Landlord says they served and the actual document the Tenant received.

57. However, regardless of this concern, and for the reasons already outlined above, the Landlord’s application is dismissed.

It is ordered that:

1. The Landlord’s application is dismissed.

April 7, 2026
Date Issued

Laura Hartslief
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.

¹⁵ Landlord’s book of evidence, page 6

¹⁶ DOC-7684022; “Re_ LTB-L-075689-25- SB Submissions for Dec_ 3_ 2025 LTB Matter Vexatiously Filed by TCHC.MSG”; Attachment “May 23 25 NOE”