



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-082991-25

In the matter of: Basement, 328 Rita's Ave
Newmarket, ON L3X2N2

Between: Seyedehatefeh Mousavi Tenant

And

Majid Mirpour Landlord

Seyedehatefeh Mousavi (the 'Tenant') applied for an order determining that Majid Mirpour (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 heard by videoconference on April 1, 2026.

Only the Tenant and the Tenant's Legal Representative Mohsen Ameli attended the hearing.

As of 12:21 PM, 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.

Preliminary Issues:

1. The Tenant's Representative requested to amend the application at the hearing to correctly list the rental unit address as Basement, 328 Rita's Ave, Newmarket, ON L3X2N2. Even though the city was incorrectly listed on the application, I am satisfied that the Landlord received the Notice of Hearing to the same e-mail he used to communicate with the Tenant previously. Therefore, the application was amended and the hearing proceeded as scheduled.
2. The Tenant's Representative filed an amended application on March 23, 2026, and served it to the Landlord by e-mail the same day. This amendment added a rent abatement remedy of \$2,500.00, \$100.00 in out-of-pocket expenses, and \$500.00 in damaged property. The Representative stated that he submitted the amended application the day

after he was retained. I am satisfied that the amendment request complies with Rule 15 of the Board's *Rules of Procedure*. I am satisfied that the request was made in good faith and as soon as the need for it was known. The application was amended accordingly.

3. The Tenant's Representative requested French Language Services in the amended application but withdrew this request at the hearing. The Representative also withdrew his Request to Combine this application with the other active applications between the parties, LTB-T-090081-25, and LTB-L-099723-25.
4. Both the original and amended application raised three issues: illegal entry, substantial interference, and harassment. The claim of illegal entry disclosed a specific date, while the other two claims did not. I was not satisfied that the application disclosed sufficient particulars for the Landlord to know the case to be met and prepare accordingly. Additionally, without dates, it was unclear whether the allegations were within the one-year limitation period prescribed under section 29(2) of the *Residential Tenancies Act* (2006) (the 'Act'). In my view, the Tenant had sufficient time since the filing of the application on October 2, 2025, to perfect her claims. Therefore, the hearing proceeded solely on the issue of illegal entry.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$108.00.
2. The Tenant testified that, on September 24, 2025, she was working from home. The Landlord entered the backyard without notice, then came to the front door and knocked for around ten minutes. The Tenant explained that the backyard was for her use only, and that no one else was supposed to have access to it. As a single woman living alone, the Tenant felt uncomfortable and afraid because of the incident.
3. Based on the uncontested testimony of the Tenant, I am satisfied that the backyard was part of the rental unit and that the Landlord entered it without notice on September 24, 2025. Therefore, I find that the Landlord entered the rental unit illegally. However, since the Landlord did not enter the basement itself, but stayed outside to knock on the front door, I am not satisfied that his actions had a significant impact on the Tenant.
4. I find a nominal amount of \$60.00 to be an appropriate rent abatement in these circumstances. As there were no out-of-pocket costs or damaged property arising from this incident, those additional remedies are dismissed.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$108.00. This amount represents:
 - \$60.00 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 24, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by April 24, 2026, the Landlord will owe interest. This will be simple interest calculated from April 25, 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 13, 2026
Date Issued

Kate Sinipostolova
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.