



AMENDED
Order under Section 31
Residential Tenancies Act, 2006

File Number: LTB-T-062569-24-AM

In the matter of: 17 TOWER RD
NEPEAN ON K2G2E4

Between: Faraz Moradi Salavat Tenants
Shayan Zohrei

And

Giacomina Lentini a.k.a. Jackie Lentini Landlord

This amended order was issued to correct a clerical error in the Landlord's name in the order dated December 12, 2025. The amendments are underlined for ease of reference.

Faraz Moradi Salavat and Shayan Zohrei (the 'Tenants') applied for an order determining that Jackie Lentini (the 'Landlord'):

- entered the rental unit illegally.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenants.

This application was heard by videoconference on December 9, 2025. Only the Tenants attended the hearing.

As of 9:37 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 Tenants' evidence.

Preliminary Issues:

1. The Landlord listed on the application, Jackie Lentini ('JL'), is not the owner of the rental unit. However, the Tenant Faraz Moradi Salavat ('FS') testified that rent was always paid to JL, and that she was the point of contact for all tenancy issues. I am therefore satisfied that JL is a landlord as she permitted occupancy of the rental unit. The Tenants wished to proceed with their application solely against JL.
2. Parts of the Tenants' application, particularly relating to the claim of harassment, failed to specify dates and details. I found these claims to be too vague for the Landlord to know the case against them and prepare accordingly. Therefore, only the claims of illegal entry and substantial interference with reasonable enjoyment were heard.

3. The Tenants submitted a Request to Amend their application on March 28, 2025. However, they did not serve a copy to the Landlord. The document submitted to the Tribunals Ontario Portal was corrupted and therefore unreadable. As the Tenants failed to comply with Rule 15 of the Board's *Rules of Procedure*, I denied the amendment request. The hearing proceeded on the basis of the original application.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenants \$6,738.96 on or before December 23, 2025.
2. The findings of fact in this order are based on the uncontested evidence of the Tenants.
3. The rental unit is the main floor of a house. Backyard access was included in the tenancy. The lawful monthly rent was \$3,000.00. The tenancy began on September 1, 2023. The Tenant FS vacated on September 1, 2024. The Tenant Shayan Zohrei ('SZ') vacated on May 31, 2025.

Illegal Entry

4. On October 5, 2023, the Landlord entered the rental unit without notice to the Tenants in order to change the washing machine. The Tenants were not home, but noticed their belongings had been moved and one of the walls had been drilled when they returned. The Tenants advised the Landlord that she cannot enter the unit without proper notice.
5. On July 19, 2024, the Landlord entered the rental unit without notice and threatened to evict the Tenants. The parties had an argument.
6. On August 4, 2024, the Landlord came to the rental unit and SZ let her in. They had an argument regarding whose responsibility it was to pay the utility bills.
7. Given that SZ consented to the Landlord's entry on August 4, 2024, I find that entry lawful under subsection 26(1)(b) of the *Residential Tenancies Act* (2006) (the 'Act'). However, I am satisfied that the Landlord entered the rental unit illegally on October 5, 2023, and July 19, 2024.

Substantial Interference

8. The appliances provided at the start of the tenancy were second-hand. The fridge made loud noises, and the washing machine ripped some of the Tenants' belongings. The Landlord had to send technicians to do repairs. The parties had frequent communications regarding entries and repairs during the first two months of the tenancy.
9. The Tenants' testimonies were very vague on this issue. There was insufficient information provided for a determination that the second-hand appliances and the Landlord's communications regarding the repairs substantially interfered with the Tenants' reasonable enjoyment of the rental unit.

10. The Landlord conducted renovations in the basement unit continuously from September 1, 2023, to February 28, 2024. This created significant noise which disturbed the Tenants. Additionally, because of the construction, the Tenants experienced disruptions with electricity and water in the rental unit five times.
11. I am satisfied that the construction in the basement substantially interfered with the Tenants.
12. On April 29, 2024, the Landlord installed a railing and a wall on the rental unit's back deck, blocking the Tenants' access to the backyard and their path to the front of the house. The Tenants used to use the backyard regularly, but after the railing was installed, they no longer had access to it. This situation continued to the end of the tenancy.
13. I am satisfied that the installation of the railing on the back deck prevented the Tenants from using the backyard and their regular path to the front of the building, and that this change substantially interfered with the Tenants.

Remedies

14. Considering all the circumstances, I find it appropriate to award \$500.00 each for the illegal entries on October 5, 2023, and July 19, 2024. I find a 10% rent abatement to be appropriate for the continuous noise and other disruptions the Tenants experienced due to the basement renovations for the period of September 1, 2023, to February 28, 2024, totalling \$1,775.34. I also find a 10% rent abatement to be appropriate for the loss of access to the backyard for the period of April 29, 2024, to May 31, 2025, totalling \$3,915.62. Therefore, I find a total rent abatement of \$6,690.96 is appropriate in the circumstances.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$6,738.96. This amount represents:
 - \$6,690.96 for a rent abatement.
 - \$48.00 for the application filing fee.
2. The Landlord shall pay the Tenants the full amount owing by December 23, 2025.
3. If the Landlord does not pay the Tenants the full amount owing by December 23, 2025, the Landlord will owe interest. This will be simple interest calculated from December 24, 2025 at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

December 12, 2025

Date Order Issued

April 9, 2026

Date Order Amended

Kate Sinipostolova

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.