



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-098964-24

In the matter of: Basement 1B - 14 KENSINGTON AVE
Thornhill ON M2M1R6

Between: Shaghayegh Feizi Tenant

And

HAEYOUNG GRACE SOK Landlord

Shaghayegh Feizi (the 'Tenant') applied for an order determining that HAEYOUNG GRACE SOK (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 9, 2026.

The Landlord, and the Tenant attended the hearing. Yoora Kim was also present and was interpreting for the Landlord.

The parties agreed to amend the application to correctly identify the rental unit as the basement unit 1B. Since the parties consented to this change, I agreed to amend the application to correctly identify the rental unit as the basement 1B unit.

On August 05, 2025, the Tenant served on the Landlord and filed with the Board an amended application. The Landlord requested the Board not accept this amended application as the Tenant failed to comply with an interim order issued by the Board, providing the Tenant up to August 3, 2025 to amend and serve her application. The Tenant submitted that August 3, 2025 was a Sunday and August 4, 2025 was a statutory holiday, so she served and filed the amended application on the next business day, which happened to be August 5, 2025. I accepted the Tenant's submissions as August 3, 2025 was a Sunday and the following day was a statutory holiday, meaning the Tenant served the amended application on the next business day. Also, the amended application was served on August 5, 2025 and the hearing was held on April 9, 2026, giving the Landlord sufficient time to prepare for the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord shall pay the Tenant \$127.00.

Illegal entry

2. The Tenant testified that the Landlord illegally entered her rental unit on two occasions: the first being December 5, 2023 and the second being December 11, 2023. The Tenant said that the Landlord did not provide her with notice of entry in compliance with the *Residential Tenancies Act*, 2006 ('the Act') for these two occurrences.

December 5, 2023:

3. The Landlord agreed that she entered the rental unit on December 5, 2023 without providing the Tenant with a 24-hour notice of entry as the Landlord had thought the Tenant vacated the rental unit. The Landlord testified that the Tenant texted her that she was vacating the rental unit and when the Landlord did not receive a response from the Tenant, the Landlord went to investigate if she had vacated. The Tenant did not agree with the Landlord's version of events and testified that she never messaged the Landlord she was vacating. I find in favour of the Tenant as the Landlord was unable to adduce any of the messages she received from the Tenant, which supposedly stated the Tenant would be vacating. Furthermore, the Tenant had submitted into evidence photographs of the Landlord in the rental unit on December 5, 2023. Therefore, I find that the Landlord entered the rental unit illegally on December 5, 2023.

December 11, 2023:

4. The Landlord agreed that she entered the rental unit on December 11, 2023, but testified that she had provided the Tenant with a notice of entry on December 8, 2023. The Tenant did not agree with the Landlord's testimony and said no such notice was ever provided. I provided the Landlord with the opportunity in the hearing to present any documentary evidence to support her claim regarding the December 8, 2023 notice of entry, but she failed to adduce such evidence. Therefore, on a balance of probability, I am satisfied the Landlord entered the rental unit illegally on December 11, 2023. The Landlord agreed to entering the rental unit on this date and did not provide the Board with any evidence to substantiate a notice of entry was provided to the Tenant.

Substantial interference/ Harassment, etc.

5. The Tenant testified that on December 7, 2023, the Landlord texted her about guests visiting her rental unit and how these visitations would result in higher utility bills. The Tenant alleges this text messages amounts to substantial interference and if it does not, then it amounts to harassment.
6. The Landlord did not seriously dispute that she texted the Tenant regarding an increase of utility bills as a result of her guests/ occupants visiting the rental unit. However, I do not find that the December 7, 2025 text exchanges on their own rise to the level of substantial interference or harassment required for the Tenant to be successful in these claims. The text message was a one-time occurrence, and if they were not a one time occurrence, then

the Tenant failed to establish these type of messages from the Landlord were frequent or reoccurring. Therefore, I find that the Landlord did not obstruct, coerce, threaten, or interfere with the Tenant and nor did the Landlord harass, obstruct, coerce, threaten or interfere with the Tenant.

Remedies

7. The Tenant submitted that she was seeking a 100% rent abatement for two months for the Landlord's illegal entry. However, I find that \$79.00 is more appropriate. I make this finding because the Landlord illegally entered the rental unit on December 5, 2023 and December 11, 2023. The parties agreed the Tenant's lawful rent during this period was \$1,200.00 per month. The lawful monthly rent multiplied by 12 months in a year then amounts to \$14,400.00. I then divided this number by 365 days in a year, which gives me the per diem amount of \$39.45. I then take the per diem amount and multiply it by the two days of illegal entries, which amounts to a total of \$79.00. It is for this reason, I find that a rent abatement of \$79.00 is appropriate in the circumstances.
8. I did not award the Tenant any other remedies for the illegal entry as the impact on the Tenant was minimal. I also did not award the Tenant any remedies under their substantial interference or harassment claim as I made my finding above that the Tenant failed to prove those claims on a balance of probabilities.
9. The Tenant paid \$48.00 for the cost of filing this application and is entitled to these costs.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$127.00. This amount represents:
 - \$79.00 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 May 31, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 31, 2026, the Landlord will owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

April 28, 2026
Date Issued

Vishal Nanda
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.