



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-041958-25

In the matter of: 2, 379 East 19th Street
Hamilton ON L9A4S9

Between: Corey Lewis Tenant

And

Robert Alfieri Landlord
Royal York Property Management

Corey Lewis (the 'Tenant') applied for an order determining that Robert Alfieri and Royal York Property Management (the 'Landlord'):

- entered the rental unit illegally.

This application was heard by videoconference on April 15, 2026.

Only the Tenant attended the hearing.

As of 2:05 p.m., 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. However, as no remedy was requested for the breach, no remedy will be awarded and the application is dismissed.

Illegal Entry

2. The Tenant alleges that on May 8, 2025, the rental unit was put up for sale. On May 13, 2025, the Tenant says that he woke up to noise coming from the stairs of his apartment, got up, and was met by a real estate agent from "I Dream Realty Inc" and two other people in the stairway of his apartment. The realtor was surprised to see the Tenant, said he did not know someone lived in the basement, and left.

3. The Tenant says the stairs where he met the real estate agent are not part of a common area, that keys would have been required to open the door on the top of his stairs into his own rental unit.
4. The Tenant says he was not notified by the Landlord that anyone would be entering his rental unit. The Tenant says that he did not contact the Landlord after this incident, and due to this incident the Tenant did not feel safe in his rental unit and vacated on May 15, 2025.
5. In the remedy section of the application, the Tenant asks for \$5,000.00, which is the value of property he left behind. The Tenant left his three-piece couch set and his bed frame, because they were too big to remove from the rental unit and he could not find anyone to help him move these items.
6. The Tenant acknowledges at the time he vacated the rental unit he was in rent arrears but says that is not why he left, but that he left due to feeling unsafe in his rental unit.

Analysis

7. The Act contains rules that a landlord must follow in order to enter a rental unit occupied by a tenant. If a landlord enters a rental unit in violation of the rules it is considered an illegal entry. In accordance with s. 26 of the Act, in part, a Landlord may enter the rental unit without notice if there is an emergency, or if the tenant consents to entry at the time of entry. In accordance with s. 27 of the Act, the Landlord may enter the rental unit in accordance with written notice given at least 24 hours before the time of entry under certain circumstances as defined under the Act.
8. With respect to the entry on May 13, 2025, I accept the uncontested evidence before me that a real estate agent was acting in their capacity as an agent of the Landlord and that he entered the unit illegally. There was no emergency, the Tenant did not consent to the entry, and the Landlord did not provide any written notice in accordance with the Act to the Tenant.

Remedies

9. The Tenant vacated the rental unit two days after the illegal entry because he says he felt unsafe. The Tenant requested \$5,000.00 for the replacement of his bed frame and couch set, because he was unable to find anyone to help him move his furniture.
10. Remedy has to flow from the breach. The remedy requested does not relate to the illegal entry, the furniture was left behind because the Tenant was unable to find anyone to help him move his larger items.
11. There is no other remedy requested in the application. In *Beauge v. Metcap Living Management Inc.*, [2012 ONSC 1160](#) (Div. Ct.) ('*Beauge*') the Divisional Court found that the Board had erred in awarding damages that were not claimed in the tenant's application. I am bound by *Beauge* and so I cannot order any remedy that has not been claimed by the Tenant in their application. No amendment for the application was requested.

12. Therefore, the application must be dismissed as no remedy is awarded.

It is ordered that:

1. The application is dismissed.

April 23, 2026
Date Issued

Paula West Oreskovich
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.