



Order under Sections 30 and 31 Residential Tenancies Act, 2006

Citation: JOHNSON v SOHL, 2026 ONLTB 33601

Date: 2026-04-27

File Number: LTB-T-060242-24

In the matter of: GROUND FLOOR, 3 PARIS CRT
NORTH YORK ON M3A3M6

Between: Azanya Johnson Tenant

And

Todd Cary Sohl Landlord

Azanya Johnson (the 'Tenant') applied for an order determining that Todd Cary Sohl (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.

The Tenant also applied for an order determining that the Landlord failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was heard by videoconference on April 22, 2026.

The Tenant, the Tenant's Legal Representative Apolonio Apuntar, the Landlord and the Landlord's Legal Representative Damian Cordaie attended the hearing.

Determinations:

1. For the reasons that follow, I find the Tenant has proven some of the allegations in the application. The Landlord must pay the Tenant \$1,548.00.

Preliminary Issues

2. This application was filed on June 27, 2024. The matter was before the Board for the purposes of an Adjudicative Case Conference on May 21, 2025. The application was directed to a merits hearing.

Amendment Request

3. The Board issued interim order LTB-T-060242-24-IN on May 26, 2025. The interim order provided the Tenant until June 6, 2025 to submit a request to amend the application if they chose to do so. The interim order required any amendment requests to be served to the Landlord in accordance with Rule 15 of the Board's Rules of Procedure. The Tenant did submit a request to amend on June 6, 2025 and the Landlord confirmed this request was served to them.
4. The Tenant submitted a further amendment request on November 10, 2025, however it was not disputed this request was not served to the Landlord. The Landlord was opposed to the November 10, 2025 amendment since they had not been aware of it.
5. I did not find it would be procedurally fair to expect the Landlord to respond to the amendment having had no notice of it. Considering Rule 15 and the clear wording of the interim order I did not grant the Tenant's November 10, 2025 amendment request. However, I did grant the request made on June 6, 2025 as it was served to the Landlord and made in accordance with the interim order.
6. I reviewed the June 6, 2025 with the parties (**DOC-5769609**). I found some of the claims made with respect to harassing phone calls, threatening emails and the interference with the Tenant's mail were vague and lacking specific dates and details. As such, these claims were not considered since I did not find they provided the Landlord adequate notice of allegations and when they are claimed to have occurred.

Disclosure of Evidence

7. The May 26, 2025 interim order also requires the Tenant to file her evidence with the Board and serve it to the Landlord by June 20, 2025. The Landlord was given until July 4, 2025 to submit and serve their responding evidence. The interim order also requires the parties to submit and serve their evidence in accordance with the Board's Practice Direction on Evidence. Specifically, paragraph 9 of the interim order requires:

All documents, photographs and other items provided to the other parties and the LTB as evidence must:

 - a. be readable;
 - b. have consecutively numbered pages; and
 - c. include a list or table of contents identifying each item in order, and by page number, if more than one item is being submitted.
8. The Tenant did not comply with the interim order and did not submit or serve any evidence by the June 20, 2025 deadline.
9. On July 3, 2025, the Board issued a Notice of Hearing for the first merits hearing which was scheduled for December 9, 2025.

10. On November 12, 2025, the Tenant first submitted evidence in support of the application (**DOC-6787685**). The submission includes multiple attachments containing documents and videos. On December 5, 2025, the Tenant sent additional evidence, again in multiple submissions. The Tenant's evidence was not served or filed with the Board in accordance with the format required by the May 26, 2025 interim order.
11. The December 9, 2025 hearing was adjourned at the Tenant's request for medical reasons. The adjournment form from that date shows the disclosure issues were not addressed. The Member, in granting the adjournment, made the next hearing peremptory on the Tenant.
12. At the April 22, 2026 hearing, the Landlord's Legal Representative, Mr. Cordaie, submitted that the Tenant had only provided their evidence in an organized manner five minutes before the matter had been called. This was not disputed by the Tenant's Legal Representative, Mr. Apuntar and the Board's records show the Tenant uploaded 50 pages of evidence to TOP at 8:36 a.m. on the morning of the hearing.
13. The Landlord requested the application be dismissed since they had been unable to prepare as a result of the Tenant's failure to comply with the disclosure requirements of the interim order.
14. The Tenant submitted that multiple changes in Legal Representatives and the Tenant's struggles with her disabilities had led to the delay. Mr. Apuntar explained that he was the fourth Representative for the Tenant and that he had only been retained a week before the hearing. The Tenant explained she suffers from chronic pain, had been injured and deals with anxiety related issues.
15. Mr. Apuntar also submitted the Tenant did not understand the consequences of not complying with the interim order. Paragraph 10 of the interim order clearly states:

The failure of either party in complying with this Order may result in the presiding Member refusing to accept or consider the evidence at the hearing.

16. Mr. Apuntar stated the Tenant was prepared to consent to an adjournment if the Landlord needed additional time to prepare but stated the Landlord did have the evidence that the Tenant submitted in November and December 2025.
17. After hearing the submission of the parties, I did not find it was appropriate or fair to the Landlord to permit the Tenant to rely on the evidence that was not properly disclosed in accordance with the interim order. Orders from the Board are not suggestions. The May 26, 2025 interim order, issued after the Adjudicative Case Conference, provides clear instructions to the Tenant to submit her evidence by June 20, 2025 in an organized manner. The order specifically states the format to be followed when submitting evidence. The purpose of this required organization is so the Landlord knows the evidence they must respond to and so that hearing can proceed in an expeditious manner.
18. The Landlord, in my view, is entitled to rely on the interim order and expect that the Tenant will comply with it. The Tenant's failure to abide by the May 26, 2025 order does not impose a duty on the Landlord to look through multiple submissions from the Tenant in the hopes of preparing correctly, particularly when the Board has ordered a party to submit

their evidence in an organized and timely manner. To find otherwise would render the interim order meaningless and leave compliance solely at the option of the Tenant.

19. While I can appreciate the Tenant has changed Legal Representatives and suffers from a disability, I do not find these circumstances sufficiently explain the failure to comply with the clearly worded interim order issued more than 6 months before the December 9, 2025 hearing and 10 months before the April 22, 2026 hearing date. The interim order was not cancelled by the Board and the adjournment of the December 9, 2025 hearing essentially gave the Tenant an additional 4 months to submit and serve organized evidence, albeit late.
20. I did not find the Tenant's explanation for failing to comply with the interim order to be sufficient. Parties are expected to abide by an interim order to ensure a fair and expeditious hearing can proceed. In my view, this includes the exercise of reasonable diligence in the 10 months the Tenant had to comply.
21. I did not permit the Tenant to rely on the disorganized evidence submitted in November and December 2025 or the 50 pages of evidence submitted on the morning of the hearing. Had the evidence submitted on the hearing date been served to the Landlord in a timely manner, although still late, I would likely have permitted this evidence to be relied upon. Expecting the Landlord to review, digest and respond to 50 pages of evidence, given moments before the hearing begins, is not procedurally fair and is precisely the circumstance the interim order meant to avoid.
22. The Tenant did not request an adjournment at this time in the proceedings and the hearing continued with the Tenant's testimony. During the hearing, I pointed out some concerns to Mr. Apuntar that I had with the Tenant's evidence and asked if he wanted to continue with the application as amended, understanding that if the Tenant was not satisfied with the final outcome, they could not refile the application seeking to raise the same issues. It appeared that Mr. Apuntar misunderstood my concerns to be an indirect offer of an adjournment. I say this because after a brief conversation between Mr. Apuntar and the Tenant, Mr. Apuntar requested an adjournment to address the issues with the evidence that I did not permit.
23. I asked Mr. Apuntar why he did not request an adjournment when the preliminary issues were being addressed and determined. He explained he thought I would permit the Tenant to rely on the evidence that was not properly disclosed. In my view, the appropriate time to request an adjournment was at the outset of the hearing, not during the proceedings. In addition, Rule 21.7 of the Board's Rules states a party may request an adjournment at the beginning of the hearing.
24. The hearing was peremptory on the Tenant to proceed and when I considered the factors set out in the Rule 21.8, including the history of the file and prejudice to the Landlord in having to return before the Board again, I did not find it was reasonable to adjourn the matter. As such, the hearing continued.

T2 Application-Illegal Entries

25. The tenancy began on November 1, 2023 and ended on March 30, 2025. The Tenant paid the Landlord first and last month's rent at the beginning of the tenancy. The monthly rent was \$1,330.00.
26. It was not disputed the Tenant was not satisfied with the cleanliness of the rental unit and the Landlord agreed to have the unit cleaned.
27. The Tenant testified that on November 7, 2023 she returned home to find a cleaning lady in the kitchen area of the unit. She stated she was not provided any written notice of entry from the Landlord and she was shocked to find this person in her unit. Her evidence was she did not consent to the entry and had asked the Landlord not to have anyone in the unit until she was home. She stated the incident left her scared and feeling pressured to allow people into her home.
28. The Landlord acknowledged he did not provide the Tenant written notice of the entry for the presence of the cleaner. He stated he told the Tenant over the phone but also testified he believed there was a text message sent to the Tenant. It was clear from the Landlord's testimony he did not recall when the cleaning took place or when any text messages were sent to the Tenant. The Landlord also stated he did not believe the Tenant had moved into the unit as of the date of the cleaning despite agreeing the tenancy began on November 1, 2023, that he had been paid the rent for November 2023 and that he had given the keys to the unit to the Tenant.
29. Based on the evidence of the parties, I am satisfied the Tenant has established the Landlord illegally entered the unit on November 7, 2023 by permitting a cleaning person into the unit without giving the Tenant 24 hour written notice of entry as required by section 27(1) of the *Residential Tenancies Act, 2006* (the Act). The Tenant's testimony of the incident was clear and detailed. I found the Landlord's testimony with respect to a text message unconvincing given the lack of dates and details provided. I was also not convinced the Landlord's memory of the event was reliable as it seemed to be supplemented with guesswork on his part. For these reasons, this portion of the application will be granted.
30. The Tenant also testified that on May 23, 2024, the Landlord again entered the unit without providing her 24 hours written notice of entry. It was not disputed the Landlord did enter the unit on this date to replace a defective microwave oven. The Tenant stated the Landlord had told her in a text message that the new microwave was ready but that he did not advise her when he would enter the unit to replace it.
31. The Tenant stated this second entry caused her anxiety and worry that the Landlord would not respect her privacy. Her testimony was she wondered what was going on and decided to purchase a security camera to monitor for further entries.
32. The Landlord's testimony was he texted the Tenant that the new microwave was ready and that the Tenant responded by stating he could enter the rental unit to deliver it. The Landlord again gave no dates or details of the text messages and they were not submitted into evidence. Again, the Landlord's testimony seemed to be affected by memory fade and supplemented with estimated information. I again found the Tenant's evidence more persuasive given the clear nature in which it was given. For these reasons, I find the

Tenant has also established the Landlord entered the unit illegally contrary to section 27(1) of the Act and this portion of the application is granted.

Balance of the T2 Application and the T6 Application

33. The remainder of the Tenant's claims in the T2 and T6 application with respect to the presence of garbage, cameras in front of the unit, frigid temperature in the unit and the presence of bedbugs and other pests are dismissed for the following reasons.
34. I found the Tenant's testimony unreliable and at times lacked credibility. In addition, her testimony rarely matched the details of the allegations the Landlord had been put on notice of in the June 6, 2025 amendment. It seemed apparent to me from the Tenant's testimony that she was unaware of a significant portion of the details contained in the amended application and she explained it had been completed by her former Legal Representative.
35. By way of example, the amended application claims that on a weekly basis beginning on October 31, 2024, the Landlord left garbage in front of the Tenant's unit and that the Tenant would move the garbage and it would be placed back in front of the unit right away by the Landlord. Despite this claim, the Tenant, when asked about garbage at the property, stated there was garbage in front of her unit on November 13, 2024 and that she had moved it and the problem stopped.
36. The amended application also claims that during the entirety of the tenancy, which began on November 1, 2023, a security camera was pointed directly at the rental unit. The Tenant however, testified that a camera was installed outside the unit on October 23, 2024, almost one year into the tenancy.
37. The amended application states the Tenant gave a written complaint to the Landlord about bedbugs and that the Landlord had refused to administer bedbug treatment and prevented the Tenant from hiring a bedbug treatment company. The application also states other insects were present in the unit and the issue was never remedied prior to the tenancy terminating.
38. When I asked the Tenant what she wanted the Board to know with respect to bedbugs she initially stated they were not bedbugs but centipedes. Again the Tenant stated the amended application was completed by her previous Legal Representative and that it was a typo and should read centipedes. After I read the details of this claim to the Tenant, the Tenant then proceeded to adopt her just rejected bedbug claim by testify that bedbugs had been present in the unit when she first moved in and centipedes had appeared later. The Tenant also stated she resolved the issue with pest control despite the amendment application stating the issue was never resolved during the tenancy.
39. Based on this in the moment changing assertion from the Tenant, I had no confidence she was providing reliable or forthright testimony. I found her rejection and then almost immediate adoption of the bedbug claim to be confusing and unconvincing testimony that was meant to align with the claim in the application after I had read out.
40. In addition, the Tenant testified that she used an application on her phone and a thermometer to take temperature readings inside the unit. During cross examination she stated the temperature on one day was -3 Celsius in the rental unit with a windchill of -5

Celsius. She also stated that on another day the temperature inside the unit was -8 Celsius with a windchill of -11 Celsius. The Tenant was asked if these readings were taken inside the unit and she confirmed they were. I did not find this testimony believable without any explanation as to how a windchill factor can be present inside a home. I found the Tenant was exaggerating her evidence during cross examination in the hopes of bolstering her claim.

41. The application also claims \$1,800.00 in moving expenses despite the Tenant readily acknowledging this amount was not spent by her. The amended application seeks \$2,500.00 for pest control costs and the Tenant again readily admitted this was not close to the amount she claims to have spent.
42. Based on the Tenant's testimony concerning the claims I have identified in paragraph 33, and how these allegations were pled in the amended application, I found myself wondering during the hearing if I had misheard the testimony or misread the amended application. Frankly, I cannot conclude how much of the Tenant's testimony is accurate or how much of the amended application is, apart from being satisfied both are based on excerpts of real events. However, this is not sufficient to justify a finding that the Tenant has proven any of these claims on a balance of probabilities.
43. In addition, the June 6, 2025 amended application has put the Landlord to the task of responding to inaccurate and exaggerated claims and this only became apparent during the Tenant's testimony. The Tenant's testimony essentially moved the yardsticks of the allegations with respect to when they occurred, what occurred and the remedies being sought and for what time period. While I did not expect exact precision in the application or the Tenant's testimony, I did expect a substantial resemblance between the two. Given the significant variance between the Tenant's testimony and the claims in the amended application, I was not convinced the Landlord could have attended the hearing knowing the issues to be determined. In my view, this was not procedurally fair to the Landlord.
44. For the reasons provided here, all of the Tenant's claims, with exception of the illegal entries, are dismissed.

Remedies

45. As I have found the Tenant established two illegal entries, she is entitled to a remedy. The Tenant sought a rent abatement in the amended application. Abatement of rent is a contractual remedy based on the principle that if the Tenant is paying 100% of the rent then the Tenant should receive 100% of what they are paying for and if the Tenant has received that, she should be entitled to abatement equal to the difference in value.
46. In *Wrona v. Toronto Community Housing Corporation*, 2007 CanLII 3228, the Divisional Court granted the tenant an abatement of \$1,000.00 for a single illegal entry which was well in excess of 100% of the monthly rent charged.
47. The Divisional Court's decision is binding on the Board so it must be taken into account when the Board crafts a remedy for a similar breach to the one that existed in that case. The facts in *Wrona* are substantially similar to the facts here. There was an illegal entry and there was no written notice of entry served that complied with the requirements Act. In

Wrona the Divisional Court found that an abatement of \$1,000.00 was an appropriate remedy. In *Wrona*, however, there had been at least one previous application brought to the Board by the tenant about the same issue. In other words, there was a history of dispute between the parties about what constituted a legal entry. Here there was no prior application between the parties so there was no such history.

48. The Tenant's monthly rent was \$1,330.00. When I consider the totality of the circumstances, including the nature of the two illegal entries, the surprise, stress and ongoing worry of additional entries by the Landlord while the Tenant lived in the rental unit, and the amount awarded in *Wrona*, I find a rent abatement of \$700.00 is appropriate for the first illegal entry on November 7, 2023 and \$800.00 for the second entry on May 23, 2024. In my view, the additional \$100.00 is warranted for the second illegal entry since the Landlord knew or should have known after the first entry, that this conduct was not permitted under the Act. In addition, the Tenant was disturbed enough that she bought her own security camera, worried about additional illegal entries. As such, the Landlord will be ordered to pay the Tenant \$1,500.00.
49. The Tenant also sought moving and storage expenses however I am not convinced the Tenant has established the two illegal entries amount to conduct on the part of the Landlord that induced the Tenant to vacate the unit on March 30, 2025. The Tenant testified that she wanted to stay in the rental unit but vacated as a result of an N12 notice that was served to her by the Landlord. Based on this testimony, I find it is most likely the Tenant did not move out of the rental unit as a result of the illegal entries and these remedies are therefore denied.
50. This order contains all of the reasons for it. No further reasons will issue.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,548.00. This amount represents:
 - \$1,500.00 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 8, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 8, 2026, the Landlord will owe interest. This will be simple interest calculated from May 9, 2026 at 4.00% annually on the balance outstanding.

April 27, 2026
Date Issued

 John Cashmore
 Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.