



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-095286-24

In the matter of: 3, 205 Saint Patrick Street
Ottawa ON K1N5K2

Between: Evelyn Joy Young Tenants
Madison Cram

And

Bobby Safi Landlord

Evelyn Joy Young and Madison Cram (the 'Tenants') applied for an order determining that Bobby Safi (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 30, 2026.

One of the Tenants, Madison Cram (MC), and the Landlord, attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Unlawful Entry

2. MC testified that the Landlord entered the rental unit without any notice to ask about rent money owing sometime around the beginning of August 2024 at 9:00 a.m. She testified that she was just waking up and rolled over in bed to see the Landlord standing at their bedroom door staring at her. She testified that this incident was very traumatic for her as she was lying there naked at the time.
3. The Landlord testified that there was one time when he was at the residential complex, and ran into the other Tenant, Evelyn Jo Young (EJY), who asked him to look at the lock on their entrance door as the latch was not working. He testified that he went up to their

unit to look at the door, which was left open, and started fixing the lock when MC, who was in the unit, saw him. He testified that he was not in the bedroom nor did he see anyone naked.

4. MC could not recall the date of this alleged unlawful entry by the Landlord, simply stating around the beginning of August 2024. EJY, who MC asserts was home at the time, did not attend the hearing to testify in support of this allegation. MC maintained that this incident traumatized her and was the catalyst to her vacating the rental unit approximately five months later, namely at end of December 2024. Despite MC also testifying that her relationship with EJY broke down, became abusive, and also that she lost her employment leading up to December 2024.
5. The Landlord testified that when the Tenants provided their notice to vacate, they stated that they enjoyed living at the premises but had to leave for other reasons. This was not disputed by MC. MC asserted that the trauma of the Landlord seeing her naked prevented her from saying the actual reason for leaving. MC did not provide any medical or professional supporting evidence regarding treatment sought for this traumatic event or have an expert testify as to how a traumatic event may make a person behave.
6. Given the above, the evidence before me was insufficient to find that the Landlord illegally entered the rental unit sometime around the beginning of August. This date/incident may or may not have been the same date the Landlord recalled going to the unit. However, the Landlord's evidence was forth coming and candid, and I found him credible. Therefore, I find it more likely than not that MC may have just been surprised by the Landlord's attendance at the unit to fix the door lock which was requested in person by EJY without MC knowledge and would not amount to an unlawful entry as EJY gave consent.

Substantial interference/Harassment

7. MC testified that there was limited space for them to store their garbage outside as there were two other units and parking spaces at the front of the building where the bins were stored. She testified that when those garbage bins were full, the Landlord told them via text because the neighbours were complaining to keep their garbage inside until garbage day. MC found this to be unreasonable as other buildings in the area just had bigger bins for their residents' garbage.
8. The Landlord recalled an incident where the Tenants had placed unwanted furniture in the hallway and then moved it outside. He testified that he texted them that they cannot do that as they only have two bins per unit and they can only put those out on garbage day as per the By-Laws.
9. The evidence before me was insufficient to find that this issue amounted to a substantial interference with the Tenants' reasonable enjoyment of the unit or complex. MC could not recall the date of the text message exchange with the Landlord and never really complained to the Landlord about having to store garbage in her unit after that time. Given there were no complaints, I find it unlikely that there was a substantial impact on the Tenants using the dedicated bins or waiting until garbage day.
10. MC testified that there were cockroaches and fruit flies in the unit and that the first floor unit had also mentioned that they had them too. MC did not believe she reported these

issues to the Landlord. Given this, I find it more likely than not that if these issues were a substantial interference with the Tenants' reasonable enjoyment they would have reported it. Since they did not, I was satisfied that most likely it was a limited time issue, resolved on its own, and did not significantly impact the Tenants.

11. MC also testified that there was a broken fire alarm (detector) in their unit which was pre-existing from when EJY resided in the unit before MC moved in. MC testified the EJY had told her that it was reported to the Landlord but that he was not helpful. MC confirmed that she did not report this issue to the Landlord. The evidence before me was insufficient to find that this issue was reported to the Landlord by EJY and not addressed as it was solely hearsay. Given this, I find it more likely than not that if this issue were an ongoing substantial interference with the Tenants' reasonable enjoyment they would have reported it. Since they did not, I was satisfied that it most likely was resolved or did not significantly impact the Tenants.
12. MC testified they gave their notice to vacate for the end of December 2024 on November 2, 2024 to the Landlord. She asserted that EJY and her had discussed giving notice earlier but that EJY had not texted the Landlord as discussed. She testified that she recalled the Landlord mentioning something about sub-leasing and paying one month's rent as per their written tenancy agreement. However, she asserted that their tenancy agreement did not set out terms for sub-leasing and did not say that the Tenants must find a sub-tenant. She testified that she tried to express this to the Landlord who asked to speak to her in person.
13. MC asserted that when she met with the Landlord he stated that another unit in the complex is looking for a sub-lease and that he does not want two sub-leases in January and asked if they are willing to wait until February.
14. The Landlord confirmed that he met with MC and told her that she can either find someone to take over the lease or pay until February and he will break the lease. He testified that he told her it is hard for him to find another tenant for January at that time.
15. There was no dispute that the parties had signed a one-year term tenancy agreement which ended on April 30, 2025. The Tenants were looking to end the tenancy, most likely due to the breakdown in their relationship and financial issues as they had both lost employment. I was not satisfied that the information provided to the Tenants by the Landlord amounted to any form of harassment, coercion, or threat. I find it more likely than not the Tenants were simply upset that the Landlord refused to release them from their obligations under the Act.
16. As per subsection 44(4) of the Act, a notice by a tenant to terminate a tenancy for a fixed term shall be given at least 60 days before the expiration date specified in the tenancy agreement, to be effective on that expiration date. A tenant may sublet a rental unit to another person with the consent of the landlord as per subsection 97(1) of the Act. Based on the evidence before me, I was satisfied that the Landlord was willing to consent to a sublet. I find it more likely than not that MC simply did not understand her obligations under the Act which even now she only partly understands.
17. The Landlord was entitled to assert his rights under the Act to require a proper notice of termination, be presented with a potential sub-tenant, and hold the Tenants liable for rent

until the end of April. In this case, the Landlord even offered to waive the last two months of the lease if the Tenants agreed to a termination date of February 28, 2025. It is not a substantial interference with the Tenants' reasonable enjoyment of the unit and complex to hold them to their obligations under their negotiated agreement and/or the Act.

18. For the above reasons, the Tenants have not proved on a balance of probabilities that the Landlord breached the Act with respect to the allegations made in this application. Consequently, the application is dismissed.

It is ordered that:

1. The application is dismissed.

May 6, 2026

Date Issued

Lisa Del Vecchio

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.