



Order under Section 31 Residential Tenancies Act, 2006

Citation: Walters v Toronto Community Housing Corporation, 2026 ONLTB 19857

Date: 2026-05-04

File Number: LTB-T-064271-24

In the matter of: 304, 55 GREENBRAE CIRCT
SCARBOROUGH ON M1H1R1

Between: Clayton Walters Tenants
Irene Walters

And

Toronto Community Housing Corporation Landlord

Clayton Walters and Irene Walters (the 'Tenants') applied for an order determining that Toronto Community Housing Corporation (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.

This application was heard by videoconference on March 3, 2026. The Tenant, Clayton Walters, the Tenant's Legal Representative, S. Askew, and the Landlord's Legal Representative, J. Edlund, attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenants, \$499.50.
2. The tenancy commenced on June 1, 2021, and ended on October 31, 2025. The Tenants are a mother and her adult son.
3. The lawful monthly rent was \$903.00.
4. The Tenants testified that the Landlord illegally entered the rental unit on several occasions and substantially interfered with their reasonable enjoyment of the rental unit.
5. The Tenants stated that the Landlord gave sporadic notices of entry on the following dates:

- a. August 10, 2023 – the Landlord’s notice specified a time window between 9:00 a.m. and 4:00 p.m. Having an elderly mother at home and being self employed, the Landlord’s notice caused a hardship for the Tenant. On cross-examination, the Tenant confirmed that he denied entry because the contractor did not have an identity card.
 - b. October 2023 – this notice did not specify a date of entry but gave a time window between 9:00 a.m. and 4:00 p.m. The evidence later revealed that the Landlord’s intended entry date was October 3, 2023. The Tenants denied entry.
 - c. October 18, 2023 – this notice was for an annual inspection with a specified time window between 10:00 a.m. and 4:00 p.m. The Tenants permitted entry.
 - d. April 17, 2024 – another notice which specified a time window between 9:00 a.m. and 4:00 p.m., for radiator cleaning and heat reflector installation. The Tenant was unsure whether he permitted entry, or not.
 - e. April 24, 2024, - another notice which specified a time window between 9:00 a.m. and 4:00 p.m. The Tenants denied entry.
6. In addition, on January 19, 2024, the Tenant received a letter/notice stating that between January 23, 2024, to January 29, 2024, cleaning of the bathroom and the kitchen exhaust would take place in the residential complex. This document informed the Tenants that they will be notified about the specific date of entry and is therefore not a Notice of Entry.
 7. The Tenant further testified that on April 16, 2024, he sent a letter of complaint to the supervisor of Tenant Services Coordinator stating *‘Even after I had forwarded documented information on several unlawful entries, by both 3rd party contractors, (and even a TCHC Program Supervisor), unlawful entries and entry attempts continue.*
 8. The Tenants sent the letter following an incident on an unspecified date in March 2024 in which the Landlord’s Agent attempted to enter the rental unit with a contractor whose identity card was outdated.
 9. The Tenants provided a video as evidence of an illegal entry on August 15, 2024, at 9:36 a.m. The video shows that the Tenant prevented a third-party contractor from entering the unit because he did not have an identity card. The Tenant tells the Landlord’s Agent, who accompanied the contractor, that a Notice of Entry, posted on the wall and dated August 25, 2024, requested entry between 9:00 a.m. and 3:00 p.m. The Tenant then states in the video that he was allowing entry under duress. I do not rely on the Tenant’s evidence about this interaction because of the discrepancy in the dates. It was unclear from the evidence whether the video was recorded on August 15, 2024, or August 25, 2024, or on some other date.
 10. The Tenants requested rent abatement of 40% or \$4,334.40 because of the Landlord’s conduct.

11. The Landlord stated that the Tenant's evidence was not reliable regarding the times and dates of the alleged illegal entries. The Tenant's testimony was inconsistent as to whether he permitted entry on certain dates or denied it. There was no illegal entry if entry into the unit was not permitted in the first place. In addition, entry cannot be termed illegal pursuant to section 26 (1) (b) of the Act if the Tenant consents to the entry.
12. The Landlord also argued that there was no evidence of substantial interference. The notices from April 16, 2024, April 23, 2024, and August 15, 2024, were provided by the Landlord's third-party vendors, and the extended length of entry time was due to the extensive nature of the work being done in the building.

Analysis

13. Section 26 (1) and section 27(3) of the Act provides:

Entry without notice, emergency, consent

26 (1) A landlord may enter a rental unit at any time without written notice,

- (a) in cases of emergency; or
- (b) if the tenant consents to the entry at the time of entry.

Entry with notice

27 (1) A landlord may enter a rental unit in accordance with written notice given to the tenant at least 24 hours before the time of entry under the following circumstances:

1. To carry out a repair or replacement or do work in the rental unit.

Contents of notice

(3) The written notice under subsection (1) or (2) shall specify the reason for entry, the day of entry and a time of entry between the hours of 8 a.m. and 8 p.m.

14. The parties relied on *Wrona v. Toronto Community Housing Corp.*, [2007] O.J. No. 423 (Ont. Div. Ct.), a case in which the court found that the notice of entry given to a Tenant pursuant to s.21 of the TPA (similar to section 27 of the Act) was deficient because the legislation '*requires the notice to specify a time of entry within the twelve hour window, not as was done here, a nine hour period within the window during which an entry would be made*'. The court further held in paragraph 6:

The notice provisions are drawn to protect the rights of the tenant and pursuant to s.2(1) of the TPA, they cannot be waived. In our opinion, by failing to consider the legitimacy of the notice, the Tribunal erred in law and further erred in law in holding that in the face of the defect in the notice, a consent to entry could operate as a waiver of the requirement for notice.

15. Here, the Tenants argued that the Landlord breached the Act by repeatedly giving notices with seven-hour time windows. The Landlord did not provide an acceptable explanation for the extended time frames. The fact that the notices were given by third parties acting on behalf of the Landlord does not negate the Landlord's responsibility under the Act. Section 29 (1) (3) of the Act indicates that a Landlord is responsible for the conduct of a superintendent or other agent of the Landlord if it substantially interferes with the Tenant's reasonable enjoyment of the unit.

16. In addition, the fact that the Tenants permitted entry on at least one occasion, October 18, 2023, does not constitute a waiver of the right to receive a valid Notice of Entry, as confirmed by the court in *Wrona*.
17. Section 27(3) of the Act requires a Landlord to specify *a time of entry between the hours of 8 a.m. and 8 p.m.* In *Wrona*, the court found the Notice of Entry deficient because of the nine-hour entry period provided and I find a seven-hour window is not significantly different. Hence, the notices provided by the Landlord on August 10, 2023, October 3, 2023, October 18, 2023, April 17, 2024, and April 24, 2024, are all equally deficient.
18. Section 22 of the Act provides that a landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.
19. Despite the Landlord's argument that there could not have been any illegal entries since the Tenants denied entry on most occasions, I am satisfied that repeatedly giving deficient Notices of Entry constitutes a substantial interference with the Tenants' reasonable enjoyment of the unit.
20. The Tenants are entitled to a rent abatement for the five reported instances on which the Landlord gave the deficient notices. Although in *Wrona* the court granted the Tenant a rent abatement of \$1,000.00 for a single instance of entry, it did not provide any explanation on how it arrived at that amount.
21. Here, the Tenants requested an abatement of 40% of the rent or \$4,334.40. I do not find that to be a fair award in this case. The purpose of a rent abatement is to compensate a Tenant with a portion of their rent back as a result of the Landlord's conduct and is not meant to serve as an enrichment.
22. As rent abatement is based on the monthly rent, which was \$903.00 at the time, and the services of the deficient notices were infrequent and not contemporaneous, granting a rent abatement of 40% of an entire month's rent for several months, is unreasonable in the circumstance. The Landlord will be ordered to pay the Tenants a rent abatement equal to 10% of the monthly rent, \$90.30 on each of the 5 reported instances in the amount of \$451.50.

It is ordered that:

1. The Landlord shall pay the Tenants, \$499.50. This amount represents:
 - \$451.50 for a rent abatement, and
 - \$48.00 for the cost of filing the application.
2. If the Landlord does not pay the Tenants the full amount owing by May 15, 2026, the Landlord will owe interest. This will be simple interest calculated from May 16, 2026, at 4.00% annually on the balance outstanding.

3. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 4, 2026
Date Issued

Jitewa Edu
Member, Landlord and Tenant Board

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