



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-030170-24

In the matter of: 3, 5000 BRIDGE ST
NIAGARA FALLS ON L2E2S5

Between: Raul Tobar Landlord

And

Stephanie Savoie Tenant

Raul Tobar (the 'Landlord') applied for an order to terminate the tenancy and evict Stephanie Savoie (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 25, 2025, January 26, 2026, and February 27, 2026.

The Landlord's Legal Representative, Francisco Gomez, the Landlord's witness, Kristle Par, the Tenant's Legal Representative, Ken Wakely, and the Tenant attended the hearing.

The Tenant's witness, Bonnie Pearson, attended on January 26, 2026, and provided testimony on that date, which will be reflected in this order.

My Interim order dated February 20, 2026 sets out the background of the these proceedings, including how many times the matter has been before the Board.

Determinations:

The Tenant is Permitted to Proceed with their Issues Under Section 82 of the Act

1. There were a number of preliminary issues that were raised throughout this proceeding, that were addressed in the previous interim orders or this order. First, in my interim order dated December 12, 2025, I found that the N4 Notice upon which this application is based is invalid and I then consented to the Landlord's request to withdraw the application. In that order, I also determined that the hearing would proceed to consider the Tenant's issues under section 82 of the Act. This order provides additional reasons for that decision to allow the Tenant to pursue their section 82 issues.

2. The Landlord opposed the Tenant's request to pursue their section 82 issues. The Landlord's position was that where a valid application is not before the Board, such as here where they submit the N4 was properly determined to be invalid, the Tenant may not proceed with section 82 issues. This is based on their view that section 82 issues are not a separate application but are built on the initial application.
3. Whether or not the Board consents to the withdrawal of the Landlord's application, where a Tenant has properly raised issues under section 82 of the Act, the Board must consider these issues. This is because the language of the Act specifies that a Tenant may raise any issue that could be subject of an application made by the tenant under the Act at a hearing of an application under s. 69 of the Act.
4. Section 82 requires the Board to permit the Tenant to raise issues where the Tenant complies with disclosure requirements and a hearing is held. That is, the Tenant's ability to raise issues is not tied to whether the Landlord's application proceeds or is successful on the merits, but rather on whether a hearing is held, which, in this case, it was.
5. The question that remains to be determined is whether the Tenant properly raised their section 82 issues.
6. The Tenant's list of issues she intended to raise at the rent arrears hearing was emailed to the Landlord and filed with the Board on August 4, 2025. The Tenant therefore complied with the timeliness requirements for disclosure.
7. Further, it would be unfair to permit a landlord to benefit from their own mistake to the detriment of a tenant. The Landlord elected to withdraw their application after I determined that the N4 Notice of Termination was invalid. At that point the Tenant had already served and filed the issues that they intended to raise under s. 82 of the Act and they had a reasonable expectation that those issues would be heard.
8. Finally, I find that the Landlord is not unduly prejudiced by having the Tenant's issues heard in this proceeding. The Landlord is not precluded from serving a new N4 Notice and filing a new application to pursue their arrears so there is no prejudice to the Landlord in that regard. However, if the Tenant were now prevented from proceeding with their issues under section 82 because of an error by the Landlord, they would be potentially prejudiced due to the applicable limitation periods – limitation periods which are not applicable to the Landlord's claims for arrears. Accordingly, I found it appropriate to allow the Tenant to proceed with their section 82 issues.
9. Given the above, the remainder of this order considers the issues raised by the Tenant pursuant to section 82.
10. I note that in my interim order dated February 20, 2026, I determined that the limitation period in section 29(2) of the Act limits the issue that are properly before me to those which occurred (i.e. which arose or were ongoing) on or after December 2, 2023.

Tenant's Maintenance and Repair Issues

11. The Tenant claimed the Landlord breached their maintenance obligations with respect to the following issues;
 - a. Landlord failed to maintain the lawn
 - b. Landlord failed to address screws coming out of the wood and nails exposed on the back step
 - c. Landlord failed to address birds and rodents in the unit
 - d. Landlord failed to maintain eavestrough, lacking proper drainage
 - e. Door frame entrance has sharp metal
 - f. Landlord permitted illegal entries into the unit, and 24-hour notice was not provided, harassment from the illegal entries, and an issue with a lock box
 - g. Bathroom door does not close or lock properly
12. The Tenant testified that the above issues have impacted her by causing her to have trust issues and anxiety. She finds it hard to believe someone when they say they will do something. She doesn't have guests attend her property. She is always in stress mode and cannot relax in her own home. The condition of the rental unit has affected her daily living, and she is embarrassed by the state of the unit. The Tenant testified she gets stressed out very easy, and she forgets and needs things re-explained to her. She has been diagnosed with a mood disorder as her stress is always there, and her brain doesn't handle things very well. She is in therapy as things affect her much worse than an average person. She has various medical appointments for her brain injury, and the Landlord is aware of her disability and accommodation needs.
13. Pursuant to 20(1) of the Act a landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.
14. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), ("*Onyskiw*") the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.

Landlord failed to maintain the lawn

15. Bonnie Pearson who is another tenant at the rental property, who has resided there for 14 years, testified that the lawn is not well maintained. She originally testified the lawn is cut maybe once a month but further testified it was maintained when there was a showing to prospective purchasers and then testified it is cut maybe once or twice a month. She further testified the grass is sometimes 2-3 feet long, and the hedges are not maintained.
16. During cross examination, Bonnie testified that she cannot confirm how this has impacted the Tenant. She has never witnessed the Tenant having conversations with the Landlord about these issues, and she has no direct knowledge or information about the impact this

has had on the Tenant. She has never actually measured how long the grass was, but she estimates the length based on visual observations. Bonnie further testified that she has never complained to the Landlord about this issue. She further testified that the lawn could have been maintained more than once a month, due to showings.

17. The Tenant testified and provided evidence of her lawn maintenance concerns:

- The last couple years, it was being cut around knee level or when there was a showing of the house.
- The Tenant provided photographs of the lawn but does not recall when the photographs were taken.
- Grass continues to over grow, and she calls them pricker bushes, because they prick her when she touches them. There are weeds over growing
- The lawn was in this condition in 2024 and 2025. It is not cut unless there is a showing for the house, and it is 85-90% of the time overgrown
- The lawn looks horrible, and it reflects badly on her because it looks like she isn't taking care of her lawn.

18. Under cross examination the Tenant testified that:

- There have been more showings of the property within the last year
- She doesn't recall when she told the Landlord by text message about the lawn maintenance issues
- She did not submit any of the text messages between herself and the Landlord, as she was not the one who submitted the evidence it was her previous legal representative
- She did not measure how high the grass was when the photos were taken, and does not recall when they were taken
- She has not called by-law enforcement about her concerns

19. The Landlord's witness, Kristle Par testified and provided evidence that:

- She is partners with the Landlord, and she helps manage the property.
- The Landlord has a lawn maintenance system in place. They hired people to do the maintenance around the property. The maintenance is done every 2 weeks in the

summer, spring and fall. Sometime in October or November the lawn cutting stops for the winter.

- She was not aware the grass wasn't being cut, as they were always sent photos when it was cut. There were times, but no many when they would get text messages from the Tenant about her side of the lawn not being cut properly.
- The Landlord has not received any notice from by-law enforcement about the lawn being too long.

20. Based on the evidence before me, I am not satisfied on a balance of probabilities that the Landlord failed to maintain the lawn in accordance with their obligations under s. 20 of the Act. The Tenant did not provide key evidence in support of her claim, including the length of the lawn on any particular date and/or the date when the lawn was allegedly not maintained. Similarly, the Tenant did not present evidence of any applicable property standards to satisfy me that the standards were not being met. Accordingly, I am not satisfied that the Landlord breached their maintenance obligations in this regard.

Landlord failed to address screws coming out of the wood and nails exposed on the back step

21. The Tenant testified that there are about 20 screws or more sticking out about an inch along the railing, which leads up to her mailbox. She has scratched herself on them. They are also along the top of the porch as well.

22. The Tenant provided a photograph as evidence which did show a screw sticking out.

23. The Tenant further testified that she doesn't recall if she told the Landlord about this issue, and she is unsure as to when the Landlord was notified. She testified that the Landlord ought to have known about the screws, because the Landlord was the one who installed the deck/ porch, and they were plain and obvious defects. She does not recall if she told the Landlord about the protruding screws after the deck/porch was installed.

24. The Landlord's witness, Kristle Par, testified that this porch/ deck is on the front of the rental property, which is for use by the other tenant who lives in the residential complex. The Tenant's unit is on the other side of the building, and she does not require to use this for entrance for access into her rental unit. The porch was built when they bought the building in 2020, and they received 1 complaint about it after it was built, and it was fixed. The complaint did not come from the Tenant, as she has never complained to the Landlord about this issue.

25. Under cross examination, Kristle Par testified she does not attend the property often, but she attends when required, which was previously twice a month. She doesn't use the front door; normally she uses the basement door to access the property. She typically uses the

front door about 10 times per year. She normally walks by the side of the rental property.

26. Based on the evidence before me, I am not satisfied on a balance of probabilities that the Landlord failed to maintain the screws on the deck accordance with their obligations under s. 20 of the Act. After hearing the evidence and submissions, I am not satisfied that the Landlord knew of these issues prior to the section 82 issues being filed and served, and I am not satisfied that these issues had a direct impact on the Tenant. The Tenant testified she does not recall advising the Landlord of these issues as they were plain and obvious and the Landlord testified that once receiving a complaint from another tenant the issues they were rectified immediately and have not been brought forward again as a complaint. However, the Tenant's evidence also reveals that the Tenant did not consistently notify the Landlord of alleged on-going issue. Given the lack of dates and details, when complaints were made, and the Landlord's Agent's testimony that the lack of complaints on the part of the Tenant left the Landlord believing that the issue had resolved. Accordingly, I am not satisfied that the Landlord breached their maintenance obligations in this regard.

Birds and rodents

27. The Tenant's witness, Bonnie Pearson testified the common outdoor areas of the rental property are not well kept. She has seen cracks and holes in the foundation as there is a rodent issue at the property. She has seen rats at the side of the house that lead to the basement door and other rodents outside the rental complex.
28. The Tenant testified that the rodents and birds have been inside her rental unit. There are rodents in the walls and the ceilings, and this is the main reason she does not have guests over. She further testified she advised the Landlord of the issue in August 2020 when they purchased the property, and has sent text messages, but does not recall the specific date(s).
29. The Tenant further testified that the Landlord had someone come out to unit 2A which is above her to fix the issues, and they put poison down and it is not safe for their animals.
30. The Tenant testified that the birds are living above her door, and squirrels are making a nest above the door as well, and they have run into her house. She would text the Landlord when she hears them and would ask the Landlord what the noise was about.
31. Under cross examination, the Tenant testified that since December 2, 2023; to present she did notify the Landlord of the issue of the rodents, and that she has told them multiple times and other tenants have told them as well. The Tenant further testified that she cannot provide any further specific dates, that it was roughly 6 years ago when the walk through was done, and many times after that.

32. The Tenant testified she has the proof of when she told the Landlord by text message, but it was not submitted as evidence.
33. During cross examination the Tenant testified that she does not remember when she told the Landlord that there were bird and/or rodent issues, but this would have been in text messages.
34. The Landlord's witness testified that rodents and birds have been inside the property, and that the Tenant complained once, and they had pest control attend the unit to fix the issue last year. There was only one complaint, and they fixed it, and have not heard of the issue since. They sent pest control to go into the unit and put in bait, and the Landlord did not hear from the Tenant after that either.
35. The Landlord's witness further testified they responded to this concern in general when the Landlord receives a complaint about birds and rodents, they respond within a week by sending someone to the property depending on their schedule and they endeavour to do it as soon as possible.
36. Under cross examination, the Landlord's witness testified that the rodent issues were rectified. This did not include any of the holes or the cause, but that the concern was rectified, and if someone would have told her of other issues, it would have been rectified.
37. Based on the evidence before me, I am not satisfied on a balance of probabilities that the Landlord failed to act in accordance with their obligations under s. 20 of the Act. The Tenant's evidence reveals that the Tenant did not consistently notify the Landlord of alleged on-going issues, and I am not satisfied that the Tenant notified the Landlord of any further issues of the birds or rodents once the Landlord rectified them, and if this was an ongoing issue, the Tenant should have notified the Landlord as the Landlord would not have known of the ongoing issue. In addition, the Tenant claims she has text messages in her possession that were not provided as evidence to support that there was an ongoing issue after the Landlord rectified it. The Landlord's witness testified to their knowledge, the issue was rectified, and the Tenant did not notify them of any ongoing issue. Accordingly, I am not satisfied that the Landlord breached their maintenance obligations in this regard.

Landlord failed to maintain eavestrough, lacking proper drainage

38. The Tenant testified and provided photograph evidence that the siding is hanging off the side of the rental property, the Tenant did not provide any particulars as to when the photograph was taken. When she advised the Landlord of this issue, they indicated they would rectify it, but it has not been rectified.

39. The Tenant further testified that when it rains it is very loud in her rental unit, and that the eavestrough is broken off the side of the rental property and just hanging there, and that the piece to properly drain it is on the ground and not connected.
40. The Tenant testified that she doesn't have dates written down, but she notified the Landlord of the issue sometime in 2023 or 2024 that the Landlord was aware of this through text messages, and if the Landlord had been at the property they would have visually noticed this.
41. The Tenant testified that this issue has since been rectified as of the week prior to the hearing by the new Landlord.
42. During cross examination, the Tenant testified that she does not recall when she advised the Landlord.
43. The Landlord's witness testified that the Landlord was not aware of this being an issue, as the Tenant did not advise the Landlord of this issue. The Tenant did tell them about the eavestrough above her which was about 2 years ago, sometime in 2024, and it was not about the eavestrough at the side of the building. Everything was fixed as they had a roofing company come and fix the roof.
44. The Landlord's witness testified that the roof took longer than expected to fix due to contractor's availability, but it was done within a couple of weeks, and since the roof was and eavestrough were fixed above the Tenant's unit, there have been no further complaints from the Tenant.
45. Based on the evidence before me, I am not satisfied on a balance of probabilities that the Landlord failed to maintain the rental unit in accordance with their obligations under s. 20 of the Act. After hearing the evidence and submissions, I am not satisfied that the Tenant notified the Landlord of any further issues once the Landlord rectified them, and if this was an ongoing issue, the Tenant should have notified the Landlord. In addition, the Tenant claims she has text messages in her possession that show when she notified the Landlord of the issue, but they were not submitted as evidence to support that there was an ongoing issue after the Landlord rectified it. The Landlord's witness testified they were not aware of the ongoing issue as the issue was rectified, and the Tenant did not complain after the fact. Given the Tenant's lack of clear evidence regarding if/when she notified the Landlord about the issue and when it was resolved, I am unable to determine whether the Landlord was aware of the issue and/or whether the Landlord responded reasonably to the issue once they became aware of it. Accordingly, I am not satisfied that the Landlord breached their maintenance obligations in this regard, therefore, this claim is dismissed.

Door frame entrance has sharp metal

46. The Tenant testified and provided photograph evidence that sometime in 2024 this issue started, and that there is sharp metal outside the entrance of her door frame, which is caused by the metal the Landlord used, and that the screws just pop out, and it is hanging/flapping, and it is not secured properly. She has cut her feet on it and has scrapped her hand.
47. The Tenant further testified that the weather stripping is broken, so wind, water and snow would go inside her rental unit, and the Landlord would have known about this issue in August 2020, when they did the walk through of the property.
48. The issue has since been rectified by the new Landlord around February 12, 2026, and new weather stripping has been installed.
49. Under cross examination the Tenant testified that the issues were not repaired properly, and they got worse around the door over time, she does not recall when she told the Landlord about the issues, and there were messages about them not cleaning up after the installation was completed sometime in 2021 – 2022.
50. The Landlord's witness testified that the Tenant has never complained about this issue and was not aware of this issue.
51. Based on the evidence before me, I am not satisfied on a balance of probabilities that the Landlord failed to maintain the rental unit in accordance with their obligations under s. 20 of the Act. The Tenant could not recall when she notified the Landlord of this issue. She testified that she notified the Landlord by text message, but she did not submit the message(s) at the hearing. Without this evidence, I cannot determine whether the Landlord's response to the issue was reasonable in the circumstances. Accordingly, I am not satisfied that the Landlord breached their maintenance obligations in this regard, therefore, this claim is dismissed.

Landlord permitted illegal entries into the unit, and 24-hour notice was not provided, harassment, and an issue with a lock box

52. The Tenant testified that there was a lock box outside her unit that allowed realtors, another tenant and anyone else the Landlord provided the code to, to access her unit.
53. The Tenant does not feel safe with the lock box having a key to her rental unit and has had to call the police when an illegal entry occurred because they were not to be showing her unit.

54. The Tenant testified that she raised these concerns with the Landlord many times, and since 2023 this issue has been ongoing.
55. The Tenant testified she was notified by the realtor that the keys to her unit were no longer in the lockbox but has caught a realtor unlocking her door before she was able to get to the door to unlock it quick enough.
56. The Tenant further testified that a previous realtor let himself into the rental unit. After she told the Landlord she would be home, she refused to let them take pictures as the Landlord agreed to this, but she did allow them into the rental unit to take measurements.
57. The Tenant testified she does not recall if she received 24-hour notice for them to enter her unit. She however did allow them into the unit because she did not want to be difficult.
58. The Tenant testified that on another occasion a realtor showed up an hour early to access her unit. She advised the realtor to access other units until it was time to enter hers, which ended up being cancelled and they did not enter her unit.
59. The Tenant testified that on February 4, 2025, an unknown person was trying to open her door. She doesn't recall what happened on that day, she doesn't recall him entering the unit, but no notice was given for anyone to enter on this date.
60. The Tenant testified that on September 30, 2024, there was an appointment for a showing on this date, and that the realtor was there. On this date, none of the keys in the lock box worked to enter her unit, so she allowed them to enter the unit.
61. Under cross examination the Tenant testified that she does not like where the lock box is located and who has access to it. She testified that illegal entries into her unit have been ongoing since July 2023, but she does not recall specific dates other than what was testified to.
62. The Tenant further testified that instructions were given to the Landlord multiple times of her preferences of days for showings, should they knock, should they just come in, and how she preferred them accessing her unit.
63. The Tenant further testified she is unsure if her issue is the proper notice of entry, or the Landlord not following her instructions on her preferences. The Tenant further testified that she believes it is an illegal entry when they enter her home without knocking first as per her instructions to the Landlord.

64. The Tenant testified that on March 4, 2025, the realtor entered her unit, and provided video evidence, but she does not recall how much notice was given for him to enter. The realtor entered without her consent as she told him to wait for her, and as he was attempting to enter her unit, she stopped him and educated him on knocking first and proceeded to allow him into the unit.
65. The Tenant testified that on July 11, 2025, 24-hour notice was given to her, but the realtor arrived early, and she advised him to look at other units until it was within the time frame of her notice.
66. The Tenant testified there has been 5 illegal entries into her unit.
67. Under redirect, the Tenant testified and provided a text message sent to the Landlord on July 2, (a year was not provided, nor supplied on the text message) that stated; "Hi, I've received the email about the house going up for sale, My email and phone number are not to be given out at this time, they can let you know and you can please text me with the 48 hour notice you've mentioned in the email. As for coming in my apartment, I still require same rules for me to be home (if not possible I will have someone here) This is because of the times realtors were showing up with no appointments and also that a couple of them just walked right in and didn't have permission to do that or to come through as they either didn't give notice or not proper amount of notice which is a full 24 hours, do appreciate that you will try to have 48 hours notice. Evenings will work best and would appreciate no appointments on Sundays as this is the only day that my daughter and we have off together most works. Also I'm still healing from the concussion I sustained last June so the more notice the better and I will"
68. The Landlord's witness testified that the lockbox was installed about 3 years ago, and within it was the keys to the units within the residential complex, and at some point, they removed the Tenant's keys out of the lockbox as she did want anyone going into the unit when she wasn't there. The only people with access to the lock box are herself, the real estate agent, and the Landlord. If there was a showing at the rental property, they would provide the real estate agent with access into the lockbox and would provide proper notice to the Tenant of showings.
69. The Landlord's witness further testified she was aware of the Tenant's health issues and tried working with her to accommodate her scheduling requests.
70. The Landlord's witness testified that on June 26, 2025, a text was sent about a showing, which was scheduled for July 1, 2025. They testified that the Tenant did frequently respond requesting dates and times to be changed, which the Landlord did their best to accommodate. The showing for July 1, 2025, was rescheduled as per the Tenant's request

to the following day, July 2, 2025.

71. The Landlord provided evidence of notices of entry that were given to the Tenant. The Landlord's witness testified they always give 24 hours notice, and if it is not 24 hours notice, they will ask the Tenant to accommodate and if they cannot, they will not go ahead with the entry, and in addition they do their best to give 48 hours notice if they can.
72. The Landlord's witness provided an email as evidence to show that notice was given for March 4, 2025, entry. On March 2, 2025, an email was sent to Tenant advising entry would be this Tuesday (March 4, 2025) for the new realtor to tour the building and units quickly, and a professional photographer will be there on the Wednesday (March 5, 2025) both between 11am-5pm. The Tenant responded on March 2, 2025, saying "sounds good, thanks for the heads up."
73. Under cross examination, the Landlord's witness testified that if there was short notice given, they would never enter without letting the Tenant know and asking the Tenant's permission to enter. It became unreasonable to accommodate the Tenant's frequent requests to change showings/entries.
74. Pursuant to section 26(1) and (3) of the *Residential Tenancies Act, 2006* ('RTA') a landlord must give a tenant at least 24 hours notice before entering a rental unit to show the unit to a prospective buyer:
- 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 to show rental unit to prospective tenants*
- 26 (3) A landlord may enter the rental unit without written notice to show the unit to prospective tenants if,
- (a) the landlord and tenant have agreed that the tenancy will be terminated or one of them has given notice of termination to the other;
- (b) the landlord enters the unit between the hours of 8 a.m. and 8 p.m.; and
- (c) before entering, the landlord informs or makes a reasonable effort to inform the tenant of the intention to do so
75. Pursuant to section 27(1) of the RTA notice is not required in certain situations:

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.*
2. *To allow a potential mortgagee or insurer of the residential complex to view the rental unit.*
3. *To allow a person who holds a certificate of authorization within the meaning of the Professional Engineers Act or a certificate of practice within the meaning of the Architects Act or another qualified person to make a physical inspection of the rental unit to satisfy a requirement imposed under subsection 9 (4) of the Condominium Act, 1998.*
4. *To carry out an inspection of the rental unit, if,*
 - i. *the inspection is for the purpose of determining whether or not the rental unit is in a good state of repair and fit for habitation and complies with health, safety, housing and maintenance standards, consistent with the landlord's obligations under subsection 20 (1) or section 161, and*
 - ii. *it is reasonable to carry out the inspection.*
5. *For any other reasonable reason for entry specified in the tenancy agreement.*

76. In the Divisional Court case of *Wrona v. Toronto Community Housing Corporation*, the Court considered an application about an illegal entry under the RTA's predecessor legislation, the *Tenant Protection Act*. It was found that *"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."* A tenant's consent to an entry cannot legalize an entry that would otherwise be illegal due to insufficient notice. The statutory notice requirements are mandatory and cannot be waived by consent.

77. After hearing the evidence and submissions of the parties in relation to the specific alleged illegal entries, I find:

- a) On February 4, 2025, although there was no notice provided to the Tenant, this was an unknown person trying to enter but did not ultimately enter the rental unit. Accordingly, I cannot find that it was the Landlord or the Landlord's agent who entered the unit.

- b) On March 4, 2025, there was proper notice given to the Tenant to enter the rental unit. Therefore, the entry was not illegal.
- c) On July 11, 2025, there was proper notice given to the Tenant about the entry into the unit, although the realtor showed up early and was directed to look at other units until the required time slot provided, the realtor agreed and did not enter the unit. Therefore, the entry was not illegal.
- d) On September 30, 2024, there was proper notice provided to the Tenant to enter the unit. Therefore, the entry was not illegal.

78. Although the Tenant in her evidence, referred to making requests for additional notice or other arrangements as accommodation due to her brain injury caused by a concussion, the evidence indicates that the reason the Tenant asked for special arrangements surrounding the entries was not connected to a disability or other Code-protected ground; but rather, it was so the Tenant could be present during the entry. It appears to me that this was more of an effort by the Tenant to have control over the entries. Therefore, I am not satisfied that the Landlord's duty to accommodate the Tenant was triggered in this case and that the LTB had a duty to provide the Tenant with more than the 24 hours' notice of entry required by statute. That said, I find that the Landlord endeavoured to give the Tenant more than 24 hours' notice as a compromise.

79. Based on the evidence before me, I am not satisfied on a balance of probabilities that the Landlord or Landlord's agent entered the rental unit illegally and this claim is dismissed.

Bathroom door issue

80. The Tenant testified that the bathroom door was not working properly on May 1, 2025. The Tenant testified that the Landlord stated they would rectify the issue, but it was never rectified. She further testified that she did not follow up with the Landlord about this issue as she was too stressed out, but she would get locked in or out of the bathroom.

81. The Tenant testified that she was locked inside the bathroom and started panicking and had to stop herself from taking the door off the hinges. The bathroom door doesn't close properly which causes a privacy issue. She had to put duct tape on the bathroom door just to ensure if it closed and she wouldn't be locked in or out.

82. The Landlord's witness testified that on May 30, 2025, they were aware the bathroom door was stuck, and the Tenant sent the Landlord a picture of tape over the side of the door. The Landlord did respond with saying she would call locksmiths. She called a few locksmiths, but the Tenant was only available to meet with them on certain days and times

which is very limited, so they tried to work with the Tenant as reasonably as possible. There was limited time for anyone to attend the property as per the Tenant's request, so they were not able to set up a time. The Landlord does not dispute the bathroom door issue was never fixed, but when they did not hear back from the Tenant to confirm if there were additional dates and times that the Tenant would allow entry into her unit.

83. I am not satisfied that the Landlord breached their maintenance obligation because it is not disputed that the Tenant allowed the Landlord limited opportunity to enter the unit, and the Landlord cannot reasonably be expected to fulfill their maintenance obligations and work around the Tenant's scheduling requests where the Tenant does not participate in providing additional availability and access into the rental unit. Therefore, this claim is dismissed.

It is ordered that:

1. The Landlord's application is dismissed as withdrawn.
2. The Tenant's section 82 claims are dismissed.

May 8, 2026
Date Issued

Samantha Greaves
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.