



## **Order under Section 31 Residential Tenancies Act, 2006**

**Citation:** Love v Maddox, 2026 ONLTB 35771

**Date:** 2026-05-08

**File Number:** LTB-T-094049-24

**In the matter of:** 604, 115 Tyndall Avenue 115 Tyndall  
Avenue  
Toronto ON M6K2G3

**Between:** Steven Love Tenant

**And**

Maddox Landlord

Steven Love (the 'Tenant') applied for an order determining that Maddox (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 April 7, 2026.

The Landlord, the Landlord's Agents Kyle Kucynski and Marco Olivas, the Landlord's Legal Representative Kristen A. Ley, and the Tenant 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
2. The Tenant testified on July 19, 2024, July 29, 2024, and September 25, 2024, contractors were doing work in the building; the Landlord said the contractors would not need access to the rental unit, but they had to enter the unit hallway to prop the unit door open. As there was no notice of entry given, the contractors entered the unit illegally.
3. The Tenant testified the Landlord is not complying with section 27(3) of the Act because they regularly give notices of entry with a minimum 8-hour window. The time periods were as follows: notices dated February 5, 2024, September 23, 2024, and November 15, 2024, 9:00 a.m. to 5:00 p.m.; notice dated March 25, 2024, 8:30 a.m. to 5:00 p.m.; notice dated July 19, 2023, 8:00 a.m. to 6:00 p.m. On August 1, 2024, the notice of entry was dated

July 29, 2024, the contractor just walked into the unit without knocking; the Tenant was in his underwear. All these events substantially interfered with his reasonable enjoyment.

4. On cross-examination, the Tenant confirmed that the work the contractors were doing involved painting doors and working on the hallway stoops, however, but he did not understand that they would be entering his unit to prop the door open. The Tenant also confirmed that he never expressed his concerns to the Landlord about the timeframe given for the notices of entry until November 15, 2024, at which time he filed the T2 application, and there have been no issues since.
5. The Tenant submitted the application should be granted and the requested remedies awarded; the jurisprudence established by the Board says the window should be maximum 4-hours.
6. The Landlord's Legal Representative advised he was not calling any witnesses. The Representative submitted, as set out in Guideline 19, the circumstances for entry is important. Here, the Tenant agreed that the notices of entry were for a third-party contractor. The Tenant did not advise the Landlord about his issue with the timeframe until November 15, 2024, then he immediately filed the application. The Tenant also confirmed in cross examination that the notice dated July 19, 2024, said the contractor would be starting on the 6<sup>th</sup> floor and working down from there. The Tenant also confirmed that the notice for entry on August 1, 2024, said there had to be a 2-foot clearance by the unit door and that the door would be propped open for at least 45 minutes. The Tenant further confirmed that the notice dated September 19, 2024, for entry on September 25, 2024, said the contractor was starting on the 10<sup>th</sup> floor and working down to the 6<sup>th</sup> floor, and it also says it would take approximately one-hour to complete each floor; therefore, the Tenant could do the calculation for an approximate time they would be on his floor. As the work was being done by a contractor, the Landlord gave as many particulars as possible. For all these reasons, the Landlord did not breach its obligations under the Act, and the Tenant's application should be dismissed.
7. Based on the evidence and testimony before me, I find the Landlord/Landlord's Agent did not enter the rental unit illegally and did not substantially interfere with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household. Guideline 19 says a notice of entry should provide as many details as possible with respect to the proposed entry, and where a specific time of entry is known, it should be noted in the notice; where it is not possible to state a specific time of entry, the notice may provide a reasonable window of time for entry.
8. The guideline also says:

What is a reasonable window of time will depend upon the facts and circumstances in each case. Where the landlord exercises control over the work being done and who is doing the work, the notice should be reasonably specific with respect to the time for entry. Where the landlord does not exercise control over the work being done or the person who is doing the work, the notice should set out a reasonable window of time for entry.

9. Here, the Landlord did not exercise control over the work being done, it was being done by a contractor. As the work being undertaken involved the entire building, basically all units/floor, I accept that it was impossible for the Landlord to give a specific or shorter timeframe. I find the Landlord provided as much detail as possible, and that due to the work being done, the timeframe could not be more specific. Therefore, the Tenant's application must be dismissed.

**It is ordered that:**

1. The Tenant's application is dismissed.

**May 8, 2026**

**Date Issued**

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**Diane Wade**

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.