



Order under Section 78(11) Residential Tenancies Act, 2006

Citation: Vushaj v Bechard, 2026 ONLTB 37221

Date: 2026-05-11

File Number: LTB-L-019182-26-SA

In the matter of: 204, 770 BRUCE AVE
WINDSOR ON N9A4X2

Between: Bardhok Vushaj Landlord

And

Todd Bechard Tenant

Bardhok Vushaj (the 'Landlord') applied for an order to terminate the tenancy and evict Todd Bechard (the 'Tenant') and for an order to have the Tenant pay compensation for damage they owe because the Tenant did not meet a condition specified in the order issued by the LTB on December 15, 2025 with respect to application LTB-L-006083-25.

The Landlord's application was resolved by order LTB-L-019182-26, issued on March 9, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-019182-26.

This motion was heard by videoconference on May 5, 2026.

The Landlord, the Landlord's Representative, Kristen Jarvis, the Tenant's Representative, Tori-Lee Jenkins, and the Tenant attended the hearing. The Landlord had an additional witness, Edmond Veliu, attend the hearing as well.

Determinations:

There was a breach of the previous order

1. The Tenant failed to meet a condition specified in the order issued by the LTB on December 15, 2025, with respect to application LTB-L-006083-25.
2. It was undisputed that the Tenant was served a notice of entry on February 27, 2026, with an inspection date of March 2, 2026, and the notice of entry listed the Landlord and Edmond Veliu ("EV"). The notice of entry indicated the purpose was to inspect the unit in accordance with the order dated December 15, 2025.

3. The Tenant did not agree there was a breach of the previous order because he testified that when the Landlord and EV attended on March 2, 2026, he did not deny entry to the Landlord only to EV as he did not want EV in his rental unit. The Tenant testified that he told the Landlord that the Landlord could enter. The Tenant testified that the Landlord was welcome to come in but chose not to. The Tenant testified that when the Landlord would not enter alone, the Landlord and EV left without entering to inspect the unit.
4. The Tenant testified that he then sent the Landlord a message with a video of the state of the rental unit because he did not want to be found in breach of the order. The Tenant provided the video at the hearing; however, the video did not show what the bedrooms looked like.
5. The Landlord testified that he brought EV with him for the unit inspection on March 2, 2026, to be a witness and to assist with the inspection. The Landlord testified that the Tenant would not let both the Landlord and EV enter the unit and said only the Landlord could enter but the Landlord did not want to enter alone as the Landlord wanted to have a witness present.
6. EV testified that he is a paralegal but was not present as the Landlord's Legal Representative on March 2, 2026, and was present as a witness and to assist with the unit inspection. EV testified that the Landlord had wanted a third party to be present as a witness, but the Tenant would not permit both the Landlord and EV to enter. EV testified that the Tenant indicated only the Landlord would be allowed in and that EV would not be allowed in because the Tenant felt that EV had lied to the Board in previous proceedings.
7. EV testified that he told the Landlord he could go in alone to conduct the inspection, but the Landlord did not feel comfortable entering the rental unit alone, so no one entered the unit. Therefore, neither the Landlord nor EV entered the unit, and the inspection was not conducted as the Tenant would not allow both the Landlord and EV to enter together.
8. The December 15, 2025, order specifically says in paragraph 3 "the Tenant shall not deny the Landlord entry if the Landlord has provided written notice of entry at least 24 hours in advance specifying the time and reason for entry".
9. The Board's Interpretation Guideline¹⁹: The Landlord's Right of Entry into a Rental Unit provides some helpful insight on when the Landlord has the right to enter a rental unit. It says that the *Residential Tenancies Act*, 2006 (the 'Act') gives the Landlord the right to enter. The Guideline also provides that a landlord's agent such as a superintendent or a property manager, may also enter the rental unit on behalf of a landlord. However, where someone other than the landlord or the superintendent has been hired to do work in the unit, the landlord or the superintendent should attend with the hired person to permit entry into the unit by the person. Although the Guidelines are not binding on me, I do find them persuasive and do not see any reason to depart from the Guideline in this matter.
10. Here, I see EV similar to someone hired to do work in the unit. EV was there to assist with the unit inspection, and the Landlord did attend with EV. There is no dispute that the notice of entry was provided at least 24 hours in advance in accordance with the previous order. As such, the Tenant should have let both the Landlord and EV into the unit and failure to do so was failure to comply with paragraph 3 of the order, the Tenant denied entry to the rental unit to the Landlord.

11. Therefore, on the evidence before me, I am satisfied there was a breach of the order dated December 15, 2025, when the Tenant failed to allow the Landlord and EV into the unit on March 2, 2026, to complete the unit inspection.
12. The Landlord did not present any evidence on how the Tenant throwing items off the balcony was a breach of the December 15, 2025, order. While I can appreciate it may have posed a danger, the order did not have to do with impairment of safety. As such, I am not satisfied the Landlord has met their burden to establish that the items that were thrown off the balcony was somehow an additional breach of the December 15, 2025, order.

The surrounding circumstances

13. The Tenant testified that he had cleaned his rental unit and provided a video that shows his unit is clean. However, the video did not show what the bedrooms look like. The Tenant testified that he has been in the rental unit for over 20 years and is currently 56 years old. The Tenant testified that he has some medical issues and is on long-term disability and is on a fixed income. The Tenant testified that he cannot afford to go anywhere else.
14. The Tenant testified that he fully complies with everything, including the notice of entry he got for pest control. The Tenant testified that the pest control came in and treated his rental unit.
15. The Landlord testified that the Tenant has been served with additional notices of entry since the March 2, 2026, incident and the Tenant has not complied with those entries either. The Landlord testified that there has been a notice of entry for pest control and the Tenant did not fully prepare for the pest treatment but the treatment was done although the Landlord was told it wouldn't be effective because the Tenant's bedroom was too full of clothes and tools.
16. The Landlord's Representative submitted that a further conditional order would not be appropriate because the Tenant cannot comply with the current conditional order. The Landlord's Representative also sought reimbursement of the Landlord's filing fee and the sheriff's fee for the ex-parte order.
17. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-019182-26.
18. The Act is remedial in nature. In *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) ("*Matthews*"), the Court of Appeal for Ontario ruled, at paragraph 22: "Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its objectives." At paragraph 32, the Court of Appeal concluded: "The purpose of the legislation is to provide protection to Tenants."
19. The Court of Appeal for Ontario's reasons in *Matthews* are consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of Act is to promote security of tenure.

20. Therefore, terminating a tenancy and evicting a Tenants from a rental unit is a remedy of last resort.
21. Here, while I am satisfied that there was a breach, I do not believe that the Tenant was intentionally breaching. I am satisfied that the Tenant thought he was complying by saying that the Landlord only could come in as the order does say the Tenant shall not deny the Landlord. I am satisfied that with some clarification; the Tenant will be able to comply with a conditional order.
22. Given the Tenant will have limited to no housing options, I am satisfied that it is fair in the circumstances to allow the Tenant one more opportunity to preserve the tenancy.
23. The previous order contains an order for the Landlord's filing fee, therefore no further order regarding the Landlord's filing fee will be made.
24. As to the Landlord's cost of the enforcement costs, even accepting that I have the authority to do so, I decline to grant the request. I am satisfied that the Tenant took all reasonable steps to file his motion to set aside as soon as possible. I am satisfied that the Tenant did not unreasonably delay the process and while the Landlord was entitled to file for eviction with the Sheriff, I find that this is not a circumstance in which the Tenant has abused the process and therefore decline to grant the Landlord the enforcement costs.

It is ordered that:

1. The motion to set aside Order LTB-L-019182-26, issued on March 9, 2026, is granted.
2. Order LTB-L-019182-26, issued on March 9, 2026, is set aside and cannot be enforced.
3. The previous order issued on December 15, 2025, with respect to LTB-L-006083-25 is amended and paragraph 3 will be replaced with the following:

The Landlord, Landlord's employees, and/or Landlord's agents may inspect the rental unit every 2 months starting on February 28, 2026, to determine whether the Tenant has complied with the conditions contained in paragraph 2. The Tenant shall not deny the Landlord, Landlord's employees, and/or Landlord's agents entry if the Landlord has provided a written notice of entry at least 24 hours in advance specifying the time and reason for entry.

May 11, 2026
Date Issued

Nicole Pedron
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.