



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-059310-25

In the matter of: BSMT, 217 ALLEGRO DR
BRAMPTON ON L6Y5Y6

Between: Estate of Aldo Agosti Tenant

And

Dhillon Kulbir-Sing Landlord

Estate of Aldo Agosti (the 'Tenant') applied for an order determining that Dhillon Kulbir-Sing (the 'Landlord'):

- entered the rental unit illegally.

This application was heard by videoconference on April 13, 2026.

Only the Tenant's Agents Anna Verrelli and Pina Agosti-Dao attended the hearing.

As of 1:10pm, the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

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

Illegal entry

2. The Tenant's Agent Anna Verrelli testified that that on January 17, 2025, a friend of the Tenant named Tom reached out to the Landlord and indicated they could not reach the Tenant, and the Landlord entered the rental unit with the Tenant's friend Tom. The Tenant was found inside the rental unit and was taken to hospital and passed away.
3. She testified that the same day "Eddie" who was the Tenant's former employer had entered the rental unit and called her to inform her that her brother had been transferred to hospital. She testified that it was submitted to her that Tom, Eddie, and the Landlord were

in the rental unit going through the Tenant's documents to determine if there was any power of attorney.

4. She testified that she contacted her brother's insurance company TD Insurance the following day and was informed that Eddie had called them, and they did not release any information.
5. She indicated that the Landlord initially indicated that she could enter the rental unit, but later called her back the same day with her brothers' former employer
6. She testified that her understanding was that family have 30 days to enter the rental unit, but this was denied by the Landlord. She testified that the Landlord requested documentation on January 17, 2025, from a lawyer proving that the Agents were next of kin. She testified that they provided this documentation on February 12, 2025, but the Landlord did not accept this. She testified that the Landlord allowed them to enter the unit with police on site, she testified that the Landlord and the police spoke with her lawyer and agreed that the Agents would be permitted to take only the Tenant's documents.
7. She testified that once they obtained executorship of the Tenant's estate, they contact Brampton Authorities to authorise them to enter the unit and were able to collect some of the Tenant's belongings on July 2 or July 3, 2025.
8. The Agents sought compensation to replace the Tenant's belongings she testified that her brother had a leather sofa set, with loveseat, sofa, and sofa bed which was not there when she went to pickup his belongings, she testified that the sofa bed was outside on the lawn and was not salvageable as it had been out all winter, and the other pieces were missing.
9. She also testified that her brother had two televisions, and only one was still in the rental unit and would not turn on. She also testified that her brother had a coffee table, TV Stand, stand up fans, an accordion which had belonged to her father, all of which were missing.
10. She testified that her brother did not have any receipts for the times with the exception of the sofa bed which her brother had purchased at a cost of over \$1300.00. However, this receipt was not provided to the Board. However, she had estimated the costs as follows:
 - \$4000.00 for the leather sofa set
 - \$200.00 for two fans
 - \$1000.00 for two television sets
11. She testified that in a safety deposit box owned by her brother she found two appraisals for a 14k Cartier style necklace appraised at \$2000.00 and a 10k Mans necklace appraised at \$2100.00 along with a certificate for a diamond with a value \$3330.00. She indicated that this jewelry was not in the unit or the safety deposit box.
12. She testified that they were not given the option to ask the Landlord about the missing belongings.
13. She also testified that she had to incur towing fees because his vehicle would not start and led to towing charges of over \$900.00 for both his vehicles. She also testified that his

Camaro needed a new battery because it needed to be started once a week. She provided a tow receipt for each vehicle.

14. She also testified that her brother had two cats who belonged to her late mother and she had no idea what the Landlord had done with the cats, she testified that she contacted that Brampton animal shelter who indicate that the cats were dropped off sometime in February and are no longer available.
15. She testified that she had to hire a removal company to clean out her brother's belongings
16. They also sought \$3500 representing rent for the month of February and March 2025. She testified that the Tenant had the rent payment for March in cash in the rental unit and they were not able to retrieve it, She also testified that the Tenant had prepaid February 2025 together with the rent for December 2024 and January 2025. In support of this the Tenant relied on a photograph of an envelope on which it was written "rent for Dec/24 Jan/25 Feb/25"
17. The Agent Pina Agosti-Dao testified that her brother had also provided a separate envelope of cash for the month of March 2026.
18. I am not satisfied that the Tenant has demonstrated that the Landlord entered the rental unit illegally. While the bulk of the Agent's testimony focused on the Tenant's belongings, the only ground pleaded on the T2 was illegal entry.
19. Section 92(1) of the Act states:

Landlord may dispose of property

92 (1) The landlord may sell, retain for the landlord's own use or otherwise dispose of property of a tenant who has died that is in a rental unit and in the residential complex in which the rental unit is located,

(a) if the property is unsafe or unhygienic, immediately; and

(b) otherwise, after the tenancy is terminated under section 91. 2006, c. 17, s. 92 (1).

20. After the death of a Tenant the Landlord is permitted to enter the rental unit to dispose of certain belongings, additionally the Landlord was contacted by a friend of the Tenant who could not contact them and presumably entered the unit to check on the Tenant.

Section 26 provides that a landlord may enter the rental unit without notice:

- in cases of emergency;
- If the tenant consents to the landlord entering the unit at the time the landlord enters;
- where the tenancy agreement requires the landlord to clean the rental unit at regular intervals, the landlord may enter at the times specified in the agreement, or, if no times are specified, between 8:00 a.m. and 8:00 p.m.; and
- if the landlord and the tenant have agreed the tenancy will be terminated or one of them has given notice of termination to the other, the landlord may enter the unit to show it to

prospective tenants between 8 a.m. and 8 p.m. and, before entering, the landlord informs or makes a reasonable effort to inform the tenant of the landlord's intention to enter. A landlord must make reasonable efforts, depending upon the facts and circumstances of each case, to give the tenant advance notice in order to permit the tenant to be prepared for entry into the unit by the landlord to show the unit to prospective tenants.

A landlord may not enter the rental unit without notice to perform repairs even where the tenant has requested the repairs unless the landlord obtains the tenant's consent to enter the unit at the time the landlord goes to the unit to make the repairs.

21. I am satisfied that this situation constituted an emergency, as the Tenant was located in the rental unit and transported to hospital where they passed away. Therefore, I am satisfied that the Landlord was permitted to enter on January 17, 2026. While the Tenant's Agents seemed to suggest additional illegal entries, none were clearly plead on the Application, or explained at the hearing and I am therefore not satisfied that the Landlord has entered the rental unit illegally.

22. Therefore, I find that the Landlord did not enter the rental unit illegally.

23. Therefore, the Tenant's Application shall be dismissed.

It is ordered that:

1. The Tenant's Application is dismissed.

May 22, 2026
Date Issued

Reid Jackson
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.