



Order under Section 31 Residential Tenancies Act, 2006

Citation: Garda v Meireis, 2026 ONLTB 40620

Date: 2026-05-28

File Number: LTB-T-013647-23

In the matter of: Basement, 69 Haverson
Toronto ON M6M3J8

Between: Silverio Garda Tenant

And

Adelio Meireis Landlord

Silverio Garda (the 'Tenant') applied for an order determining that Adelio Meireis (the 'Landlord'):

- entered the rental unit illegally.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on May 20, 2026.

The Landlord and Landlord's representative Akansha Wahi, the Tenant and the Tenant's representative Harshil Kharani attended the hearing. Maricel Lara attended as support for the Tenant.

Determinations:

1. As explained below, the Tenant proved the allegations regarding unlawful entry contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$2,058.00.
2. However, for the reasons below, the Tenant did not prove the allegations of noise contained in the application on a balance of probabilities. That claim is dismissed.

Illegal entry

3. The Tenant testified that on January 24, 2023 the Landlord entered his rental unit at approximately 8:30 a.m. while he was sleeping. He was woken from sleep by the Landlord in his bedroom. The Landlord left, and the Tenant, who was in a state of undress, put on his pants and went to confront the Landlord.

4. An audio recording was produced of the conversation between the parties. In response to the Tenant's demand why he entered illegally, the Landlord is clearly heard stating he has a right to check on his property. He claimed the Tenant did not answer the phone. The Landlord can further be heard saying that "if you don't answer the phone or the door how am I supposed to give you notice?". He then goes on to say, "you are supposed to pay me on time". He then continues to demand rent payment.
5. The Landlord testified that he asked the Tenant for rent a few days before January 24, 2023. The Tenant did not pay. The Landlord visited the Tenant each day and knocked, and called the Tenant, who didn't respond. He testified on January 24, 2023 he knocked and called at 8:30 a.m. but there was no answer. He 'was worried that something was wrong with the Tenant', and so he got his key and entered. The Landlord testified he was concerned for his property.
6. I find the Landlord's testimony internally inconsistent and contradictory. I do not believe him that he was simultaneous and suddenly without any reason, concerned for the Tenant and concerned for his property. This is in direct contradiction to the audio recording, in which the Landlord angrily demanded rent, and the several days leading up to the entry, which involved unsuccessful demands for rent.
7. Section 26 of the Residential Tenancies Act, 2006 (the 'Act') permits entry for emergency without notice. There was no emergency in this case, subjectively or objectively.
8. Section 27(1) of the Act permits entry with 24-hour written notice in only a small number of circumstances. None of those circumstances exist here. Certainly, forcing confrontation on a tenant about non-payment of rent through entry to the rental unit, with or without 24 hours written notice, will, in every single case, be unlawful entry, and is not an exception enumerated in section 27(1).
9. The Landlord's representative's submission that the landlord entered for some maintenance concerns is unsupported by the evidence in any way, including the landlord's own testimony. There is no evidence of emergent maintenance issues such as a flood.
10. For the reasons above, I find that the Landlord entered the rental unit illegally.

Substantial Interference and Harassment

11. The Tenant claimed the Landlord substantially interfered and harassed him by making noise.
12. The Tenant testified that the Landlord made noise "24/7" and "all the time" and "daily". The Tenant's evidence regarding the noise is unreliable. By his own testimony he has a very poor memory. He could not provide a single date or time on which noise occurred.
13. The three audio recordings demonstrate the sound of someone walking once up, or down, stairs. The audio recordings produced have no date or time. The Tenant could not recall which month or year he took them, only that they were recorded sometime after 2022. Although he stated he had 1700 recordings and knew that the time stamps are on the recordings, no time information was provided to his representative nor prepared for this hearing.

14. The recordings are supportive, however, of sounds of someone walking on stairs. Although they fail to give me information on how loud that noise is. The Tenant testified that this noise is what he hears regularly and the Landlord acknowledge din the hearing that he goes up and down the stairs for water at night, and when he gets up in the morning. I accept therefore that the Tenant hears someone walking on stairs.
15. It is unfortunate that the Tenant did not simply speak during his audio recordings. In addition to not knowing when or where they were recorded, there is no indication of *relative volume perception*. It cannot be determined from the recordings alone that the stair walking was inordinately loud and not the usual sounds of someone living in close proximity. Had the Tenant spoken the date and time and location, perception of volume could have been established.
16. The Tenant also provided texts sent to the landlord complaining of noise. Those texts are similarly unreliable as they contain only general statements that the noise is happening all the time. In one case, the Tenant testified to the noises being at night, but in contradiction the text indicates he heard the noises at 1 p.m., 2 p.m. 3 p.m. and 4 p.m. This contradiction further reinforces the unreliable nature of the Tenant's evidence.
17. The Landlord denied doing anything outside of normal living. He agreed he would wake up at 4 a.m. most mornings to go to work for 6 p.m. He also acknowledges not trying to be quiet, and denies, although not convincingly so, that he didn't know the Tenant was having trouble sleeping. The Tennat's multiple texts to the landlord about disrupted sleep were sufficient notice.
18. The difficulty with determining if the impact to the Tenant rose to the level of substantial interference or harassment, is that noise is subjective. Everyone has a different tolerance for noise, especially when sleeping. This is why reliable recordings and witnesses are necessary to establish the noise was beyond that normal sounds in close living accommodations.
19. In my view, the evidence before me does not support the finding of substantial interference with reasonable enjoyment of the rental unit for all usual purposes or a finding of harassment. There is nothing to indicate that the kind of noises the Tenant has heard were not the kind of noises expected to be heard in any shared living situation. There is nothing to suggest intentional noise-making other than the speculation of the Tenant. The Landlord was doing regular things which he is entitled to do in his home, including getting water, and going to work.
20. Therefore, I find that the Landlord did not harass, obstruct, coerce, threaten or interfere with the Tenant by making noise. I also find the Landlord did not substantially interfere with the reasonable enjoyment of the rental unit for all usual purpose by making noise.
21. I note that unlawful entry to the rental unit above *does* constitute substantial interference and harassment.

Remedies

22. The tenant claimed 40% rent abatement for 6 months, amended to 1 year. I find that the rent abatement request, while appropriate, exceeds what is reasonable.

23. I can think of few circumstances of unlawful entry more egregious as when a tenant is sleeping, regardless of the sincerity of intention of the landlord. Here, the Landlord's breach is aggravated by his cavalier attitude and bold statements that he can enter the rental unit whenever he wants, and his steadfast hold to the idea that he was not seeking unpaid rent, he was entering out of concern for the Tenant. It is more probably and supported by the evidence that the Landlord wanted to confront the Tenant about unpaid rent.
24. What happened here only serves to illustrate why a landlord's compliance with sections 27, and 191(2) of the Act and Rule 3.2 of the Board's Rules of Procedure is required by legislation.
25. For that reason, I find that a lump sum rent abatement of \$2,000.00 is appropriate in the circumstances.
26. Therefore, the Landlord must refrain from entering the Tenant's rental unit without 24 hours written notice and only for reasons authorized under the Act for the duration of the Tenancy.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,058.00. This amount represents:
 - \$2,000.00 for a rent abatement.
 - \$58.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 8, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 8, 2026, the Landlord will owe interest. This will be simple interest calculated from June 9, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by June 9, 2026, the Tenant may recover this amount by deducting the full amount from any rent owing by the Tenant.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.
6. The Landlord shall refrain from entering the Tenant's rental unit without 24 hours written notice and only for reasons authorized under the Act for the duration of the Tenancy.

May 28, 2026
Date Issued

Julie Broderick
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.