



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-092408-25

In the matter of: 202, 2231 EGLINTON AVE E
SCARBOROUGH ON M1K2M8

Between: Wubit Tadele Tenant

And

736923 ONTARIO LIMITED Landlord
Tamoghna Mishra

Wubit Tadele (the 'Tenant') applied for an order determining that 736923 ONTARIO LIMITED Tamoghna Mishra (the 'Landlord'):

- entered the rental unit illegally.

This application was heard by videoconference on April 22, 2026.

The Tenant, Wubit Tadele, the Tenant's witness, Everton Gordon, the Tenant's witness, Annesly Ponniah, the Landlord's Legal Representative, Harshit Sharma, the Landlord's witnesses, Brandon Andrew, Andy Bhoj, Tamoghna Mishra and Tewdros Araya attended the hearing.

While the Tenant indicated on their application that they would like the dispute resolution process to be conducted in French, they stated at the hearing that they were comfortable in proceeding in English only. As both parties confirmed their preference in having the matter heard exclusively in English, both parties agreed that the order shall only be issued in English.

Determinations:

Tenant's Evidence

1. The Tenant testified that she moved into the rental unit on or about May 6, 2016 and still resides in the unit.
2. On or about October 28, 2025, the Landlord's contractors illegally entered her rental unit, as they did not provide her with a 24-hour notice of entry. The Tenant stated that on that day, she left the rental unit around noon, and when she returned around 2:00pm, there were contractors on her balcony. The Tenant testified that she was aware the Landlord was conducting renovations to the balconies of the building, however the Superintendent

assured her that they were not working on her side of the building. When she noticed this, she called the Superintendent and told him what was happening however, she did not receive a resolution from him. The Tenant testified that she was terrified this happened, as she works from home and had confidential client information on her laptop and paperwork on her desk. She did not expect anyone to enter the rental unit on that date.

3. The Tenant approached the contractors and asked who gave them permission to be there, and they advised her that a notice should have been given to her. The Tenant states that there was no 24-hour notice provided. The contractors destroyed various items on her balcony, which included grass that was installed, a pigeon net, lights, shoes and plants. This was a very frustrating situation as she was under the impression that no one was going to be working on her balcony, and if they were, they would give her a 24-hour notice of entry.
4. On or about the morning of October 29, 2025, she called Ted, who is the Property Manager, and he stated that he is not involved in this however they have to put the items that were getting disposed of back on the balcony. She requested that he put this in writing however he refused. As of today, no one has repaired or replaced the items that were damaged.
5. The Tenant stated that this has had a negative impact on her, as she spent money on the balcony and now it is ruined. She went to the Police and reported this incident a few days later. The Tenant stated that Ted knows she works from home, and when entry is required, she receives a phone call but this time no one contacted her.
6. To support their application, the Tenant attempted to submit a video of the balcony. However, this video was not served on the Landlord in compliance with the *Rules*. The Tenant stated that it was uploaded to the Tribunals Ontario Portal ("TOP"). The Landlord's Legal Representative stated that he did not review this specific document, only what was attached with the application when it was filed. He did not consent to service of evidence via TOP and therefore did not know that the Tenant was going to rely on this. Upon hearing these submissions, the Tenant was not permitted to submit this video as evidence as they did not comply with the Board's *Rules* regarding disclosure.
7. During cross examination, the Tenant stated that she did not get any recent notice for this work. She was aware that the balconies were being repaired in August 2025, however other than this, she was not given a notice that her balcony was going to be repaired on October 28, 2025. In addition, she was advised by the Superintendent that her balcony was unaffected. The Tenant testified that she had items on her balcony, and she did not remove them prior to October 28 as she did not know that the contractors were coming on that day. She testified that she saw the contractors destroying her balcony, not working on it.

Landlord's Evidence

Testimony of Tamoghna Mishra

8. The Landlord's Agent, Tamoghna Mishra, who is the property manager testified that he has been working at the building for over a year and is responsible to maintain and

manage the building. His duties include tenant relations, meaning if any tenants have a question or concern, he would assist in coming to a resolution. He testified that in 2025 there was a major roof leak which affected the structure of the balconies. Prior to him working for the building, there were City orders that were issued that needed to be resolved. The Landlord submitted a copy of the City Order dated March 7, 2025. Once these issues were identified, the Tenants were given a Notice that this work was going to commence. The Notice was posted on the notice board in the building. The Landlord submitted a photo of the Notice on the notice board dated September 3, 2025 as evidence to the Board, stating that starting on September 8, 2025 brick work will commence. This work included having to analyze the balconies, rectification work and water proofing. This involved the entire building, and this work was required to be done to overcome the unsafe building order from the City.

9. The Landlord provided a Notice of Entry dated September 4, 2025 stated that on September 9, 2025 contractors will be inspecting the balconies, the balconies must be cleared by September 8, 2025 and failure to do so may result in legal action being taken. A copy of this Notice of Entry was submitted as evidence to the Board. The Landlord submitted another Notice of Entry dated September 5, 2025 as evidence to the Board stating that balcony work will commence on September 8, 2025 and contractors will require access from the outside to the balconies. This notice also stated that the balconies must be clean for access and the work, and if they are not cleared legal action may be taken and delay charges may be issued. Furthermore, the notice stated that if there are pigeon nets, they must be removed and that it will be the responsibility of the tenant to put the pigeon nets back up at their own cost. The Landlord submitted a Notice of Entry dated September 10, 2025, as evidence to the Board, that stated the work had commenced on September 8, 2025 and reiterating what the Notice dated September 5, 2025 stated. Mr. Mishra testified that these notices were also delivered on the door to each tenant. The tenants were all instructed to remove their belongings.
10. The Tenant was aware of this, as they were provided with the notices. The Landlord was not able to provide specific dates as the contractors were working with different sections of the building. The Tenant did not bring up any concerns with the notices, and he was not aware that the Tenant was told her balcony would not be affected. This was an ongoing process, and they were unable to specify the duration of the work.
11. Upon cross examination, the Tenant asked if there should have been a 24-hour notice provided, and Mr. Mishra stated that the tenants were aware from September 10, 2025 that there was work going on.

Testimony of Tewdros (Ted) Araya

12. The Landlord's witness, Tewdros Araya, who is the building Superintendent testified at the hearing. He stated that he has been in this role for over 20 years, and one of his responsibilities include scheduling repairs. He was involved with the balcony repairs and the co-ordination of the contracts. He gave the Notices to the tenants advising to remove their items from their balcony. They were unable to provide exact dates and times to each tenant as to when the work would be done as this is a big job. Therefore, a blanket notice was given to all of the tenants. The Tenant called him complaining that the contractors

removed her belongings, and he told the Tenant to call the office and speak with the Property Manager as he cannot make decisions regarding this issue.

13. Upon cross examination, when asked if he advised the Tenant that her balcony would remain untouched, he stated that he gave notice to everyone and maybe advised the Tenant what side they were currently working on however they were going to work on all of the balconies. On October 29, 2025, he stated that he may pass along the Tenant's message to the property manager however he does not recall asking the Tenant to send an estimate.
14. Upon redirect examination, Mr. Araya stated that the Tenant was aware to remove all of the items from the balcony.

Tenant's Adjournment Request/Request to call witness

15. During the hearing, the Tenant requested an adjournment. She stated that she requires time to prepare documents, as what the Landlord's witnesses are stating is not true.
16. The Landlord's Legal Representative opposed the Tenant's adjournment request. The T2 Application was filed in November 2025, and therefore the Tenant had plenty of time to upload and/or obtain documents for this hearing.
17. While it is not binding upon me, the Board's Interpretation Guideline 1 outlines relevant considerations in determining whether or not an adjournment request should be granted, including:
 - the reason for the adjournment and position of the parties;
 - the issues in the application;
 - any prejudice that may result from granting or denying the request;
 - the history of the proceeding including other adjournments or rescheduling;
 - the LTB's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.
18. Having considered the factors outlined in the aforementioned Guideline, I find that the adjournment request amounts to the Tenant seeking to obtain documents hoping to potentially discredit the Landlord's witnesses testimony. The Tenant did not request this adjournment from the onset of the hearing, but rather in the middle of the Landlord's testimony. I do not find that the request is reasonable, it was made part way through a hearing, and I agree that the Board's proceedings are to be managed in an expeditious manner. A change in litigation strategy, mid-way through a hearing, is not an appropriate ground for an adjournment. Accordingly, the Tenant's adjournment request was denied.

19. During the Landlord's testimony, the Tenant requested to call her witness to testify. The Tenant stated that she did not know what it meant when I asked her if she intends to call a witness to testify, and that is why she said no.
20. The Landlord's Legal Representative opposed this request and stated that it would be inappropriate of the Tenant to now, during the Landlord's testimony, call a witness.
21. Upon considering the Tenant's request, I did not permit them to call their witness. The Tenant was asked after her testimony if she will be calling a witness to testify, and she stated that she will not be. I do not find it is appropriate that the Tenant call her witness, halfway through the Landlord's testimony to provide evidence. I heard the Tenant's submission that they may have not understood what I was asking, however the Tenant did not seek to obtain clarification and/or provide any indication that she was unaware that I was asking her if she intends to call her witness at this time.

Testimony of Brandon Andre

22. The Landlord's witness, Brandon Andre who is an engineer, testified at the hearing. Mr. Andre stated that his company deals with structural and restoration issues, and he has been in the field for approximately 15 years. The Landlord submitted photographs of the balconies as evidence to the Board. Mr. Andre stated that due to the state of the balconies, they had to commence their repair immediately. These repairs were significant and involved having to take off the railings of some of the balconies. The balconies were deteriorating which is a serious matter as it could be a safety concern. The reason the balconies needed to be clear of any belongings is to ensure that the work can be completed, as the contractors require access to the entire balcony.

Testimony of Andy Bhoj

23. Mr. Bhoj testified as a witness for the Landlord, and he is a construction supervisor. He specializes in restoration and was involved with the balcony project at this building. His role was to oversee the project ensuring that it goes smoothly. The type of work that has been done was ordered by the City. The general conditions of the balcony resulted in them having to have major concrete repairs done. The access to the balcony was obtained through the exterior. He recalls that unit 202 did not have their items removed from the balcony as instructed, and they had to remove the net as they had to perform concrete work on the balcony. The Landlord submitted a copy of a letter from Waterbank Construction Ltd., dated April 14, 2026 which summarized the balcony repair at unit 202. The letter stated that the Tenant did not comply with the notice to remove all of the belongings in advance, and the crew was required to remove the netting in order to proceed with the scheduled work.

24. Upon cross examination, Mr. Bhoj testified that he was not the one that was working on this balcony, but he oversaw the entire project. He also testified that the Tenant was given additional time to remove the items from the balcony.

Legal Analysis

25. Section 27 of the *Residential Tenancies Act, 2006* (the “Act”) states that:

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. 2006, c. 17, s. 27 (1).

26. Having considered the parties submissions, and based on balance of probabilities, I find that the Landlord illegally entered the rental unit when they attended the balcony of the Tenant on October 28, 2025. I heard and considered the Landlord’s submissions, that there were notices provided, however I do not find that a notice provided on September 8, 2025, for work on October 28, 2025 is reasonable. I can appreciate that the Landlord may have not known when they will be working on a specific balcony, however I find they provided insufficient reasons as to why they were unable to provide a notice closer to the date they were able to work on the Tenant’s balcony so that they are able to prepare. I do find on a balance of probabilities that the Landlord accessed the balcony through the exterior rather than through the Tenant’s rental unit, contrary to what the Tenant claimed. The Tenant was not home when the contractor accessed the balcony and I prefer the evidence of the Landlord’s witnesses, that access to the balcony was required through the exterior.

Remedies

Out-of-Pocket Expenses

27. The Tenant is requesting a total to \$1,485.00 which represents the out of pocket expenses they will incur to replace the items that were damaged by the Landlord. The breakdown of this amount is as follows: \$500.00 for the pigeon net installation, \$200.00 for the pigeon net, \$150.00 for the disposal, \$200.00 for the lighting, \$85.00 for the hanging plants, \$200.00 for a grass mat and \$90.00 for shoes. The Tenant did not submit any receipts

regarding these amounts as they did not think this would happen and therefore did not keep receipts for these items.

28. The Landlord opposed this remedy as the Tenant did not provide any receipts to support these amounts.

29. I heard and considered the Tenant's submissions regarding the cost to replace her belongings however I am not satisfied that the Tenant proved that they incurred and/or will incur costs on a balance of probabilities. The Tenant limited their submissions to general statements that were not corroborated by any supporting evidence or details, such as photographs of the items or estimates of the costs to replace these items. I am therefore unable to ascertain the reasonableness of the costs of these items. As such, I find the Tenant failed to meet the burden of proof to establish their claims in this regard.

Administrative Fine

30. The Tenant also requested the Board order the Landlord to pay an administrative fine for breach of the Act. The Board's Interpretation Guideline 16 provides insight into the Board's use of fines and states that an administrative fine is a remedy to be used to encourage compliance with the Act and to deter landlords from engaging in similar activity in the future. "This remedy is not normally imposed unless a landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance."

31. While the Landlord's disregard for the Act is troublesome, in the present case, I do not find that the Landlord's actions warrant an administrative fine. The request for an order for an administrative fine is denied.

It is ordered that:

1. The Tenant's application is dismissed.

May 25, 2026

Date Issued

Nathalia Debski

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.