



Order under Sections 30 & 31 Residential Tenancies Act, 2006

Citation: Shore v Marsilla, 2026 ONLTB
37948 **Date:** 2026-05-28
File Number: LTB-T-067218-24

In the matter of: Main, 1864 LARKSMERE CRT
PICKERING ON L1V6E4

Between: Sara Shore
Metaya Shore Tenants

And

Margaret Marsilla
Joseph Carpara Landlords

Sara Shore and Metaya Shore (the 'Tenants') applied for an order determining that Margaret Marsilla and Joseph Carpara (the 'Landlords'):

- entered the rental unit illegally;
- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenants replacement keys;
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household; and
- harassed, obstructed, coerced, threatened or interfered with the Tenants.

The Tenants also applied for an order determining that the Landlords failed to meet the Landlords' maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was heard by videoconference on April 24, 2025 and on April 14, 2026. The Tenant, Sara Shore ('SS'), the Landlords, and the Landlords' Legal Representative, Liam Walker, attended the hearing.

Determinations:

T2 Application

1. In summary, the Tenants' T2 application alleged the following:

- i. during the period of March 1 to 5, 2024, the Landlords entered the rental unit four times without giving the Tenants proper notice and that, on one of these occasions, the Landlord, Margaret Marsilla ('MM'), assaulted SS;
 - ii. on May 15, 2024, the Landlord changed the locks on the door giving entry to the rental unit and refused to provide a replacement key and would not let the Tenants enter to retrieve their items;
 - iii. MM would speak to SS in an aggressive and abusive manner and speak poorly about SS to other residents of the residential complex;
 - iv. MM would send threatening emails at all hours of the day and night, despite being advised to only contact SS between the hours of 8:00 am and 12:00 pm;
 - v. the Landlords commenced a civil action against the Tenants for not maintaining the property; and
 - vi. The Tenants requested rent receipts from the Landlords on two occasions and they were not provided.
2. The Tenants did not provide sufficient particulars such as dates and a description of what occurred with respect to allegations iii., iv., v. and vi above. Rather, the Tenants made general statements about the Landlords' alleged conduct and did not provide specific dates or examples in the application as to what occurred and when it occurred. As the applicants, the Tenants are required to set out sufficient particulars. This is so that the Landlords understand the case to be met and can prepare a response. It is also so the Board can assess whether the claims have been brought in time. Accordingly, allegations iv., v. and vi., were dismissed. With respect to allegation iii., SS was permitted to give evidence regarding the alleged conduct but only as it related to the incidents pled in the application for March 1 to 5, 2024 and May 15, 2024.

Tenants' T2 Evidence

3. SS testified on behalf of the Tenants. The other Tenant, Metaya Shore, is her daughter. They moved into the rental unit on March 7, 2020.

Illegal Entries & Assault

4. SS testified that the Landlords entered the rental unit illegally multiple times between March 1 to 5, 2024. A summary of her evidence given at the hearing is as follows:
- An improper notice of entry was provided with respect to the entry on March 1, 2024. In this regard, on February 29, 2024, the Landlord, Joseph Carpara ('JC'), emailed SS to advise that the Landlords would be attending the rental unit on March 1, 2024 for an inspection and to replace the locks as they had misplaced their key to the unit. In response, SS asked that it be rescheduled as she was attending her brother's celebration of life. However, JC responded that the Landlords would just go ahead with the lock change and would leave a copy of key for SS with the tenant who lives downstairs. Again, SS asked that the inspection and lock change be rescheduled due to her dog being in the unit and that he would likely bite them if they tried to enter.

Despite SS' objections to the entry, she received an email from JC on March 1, 2024 stating that the Landlords were at the property and that it appeared someone was home but not answering the door. It also stated they were entering the unit. A copy of the aforesaid email correspondence was tendered as evidence.

- The Landlords entered the rental unit on March 1, 2024 and MM assaulted SS. In this regard, when the Landlords entered the rental unit SS told them that they did not give her proper 24 hours written notice and that the Landlords were not permitted to enter but that they could change the locks. MM entered the unit any way. Specifically, she stepped over the front entrance threshold and was shaking her fist and saying that she wanted to hit SS in the face. SS began walking backward as MM was walking toward her and put her fist in the SS's face. When SS moved MM's hand out of her face, MM pushed SS into the dining room area. MM then continued to walk through the rental unit. SS asked MM to leave and MM called her 'white trash'. The Landlords did not leave until the locksmith finished changing the lock. A copy of the key was provided to SS.
- SS recorded part of the incident that occurred on March 1, 2024. The recording was played at the hearing. During the recording MM is heard saying to SS "you're a f@\$king b*%ch" and that "my fist is shaking because I can't punch you in the face".
- On March 3, 2024, SS received an email from MM stating that she was giving SS 24 hours notice of a walk through she would be conducting the next day. SS responded to the email asking for the time so that she could arrange to have police present. No time was provided and MM's brother posing as Tony from TK construction attended the unit. SS eventually let him in, and he pointed out some damages in the unit.
- SS recorded who she believed to be MM's brother posing as the contractor 'Tony' arriving at the unit on March 4, 2024. During the interaction, the contractor states that MM hired him and he denied being MM's brother. He stated that he was there to evaluate the damage. SS stated that she did not consent to the walk through. A copy of the recording was tendered as evidence.
- On March 4, 2024, SS received another email from MM stating that 24 hours notice was being given because the house was damaged and that she needed to send her contractor. SS stated that this was unreasonable as a contractor had just left. MM responded that it would be her and another contractor and wrote in all caps that her house had been destroyed by SS. SS denied this and requested a time so that she could arrange to have police present. A copy of the aforesaid email correspondence was tendered as evidence.
- On March 5, 2024, MM entered the house twice illegally. She first entered through the yard and then used her key to enter the unit. Later there was a discussion with MM in the driveway, during which MM served SS with and N12 notice of termination (the 'N12'). SS told MM that she was willing to vacate but needed the Landlords to stop harassing her.

Illegal Lock Out

5. It was SS' evidence that she continued to live in the rental unit after receiving the N12. The hearing regarding the N12 was to proceed on June 19, 2024. SS intended to dispute the N12. However, she stated that she moved most of her items into storage on May 12, 2024 and that this was done in case the Landlords were successful in evicting her based on the N12. SS explained that she could only get help from her father-in-law to move in May and she would have no one to help her in June if she were evicted and so she moved most of her items into storage as a precaution.
6. SS believed the Landlords changed the locks giving entry to the rental unit on May 12, 2024. This was done without SS' knowledge. SS stated that the Landlords knew or ought to have known that she was still living there and had not moved out because she had not given the Landlords notice that she was vacating and had not returned the keys. In addition, SS made it clear in correspondence to MM that the Tenants had not vacated. Specifically, on May 13, 2024, MM emailed SS stating that she knew SS had moved out. SS responded that she was still in possession and that the Tenants would give the Landlords 10 days notice prior to vacating the unit. A copy of the aforesaid correspondence was tendered as evidence.
7. On May 15, 2024, SS returned to the unit and discovered the locks had been changed. She then emailed MM and requested a key. MM responded that she had given notice and inspected the unit the day before and found it empty. As a result, the Landlords determined that SS had vacated and changed the locks. MM also wrote that SS was no longer allowed to come near the property and that if she did MM would call the police and report SS as a trespasser. SS responded that the house was not empty and that her computer and a bunch of other items were left in the unit. Again, SS requested a copy of the key. MM refused to provide a copy of the key on the basis that the Tenants vacated and stated there were no signs of anyone living in the unit and there was no furniture. A copy of the aforesaid correspondence was tendered as evidence.
8. SS testified that on May 18, 2024, she was able to re-enter the unit by using the back door. Later, while the Tenant was changing the locks, the police showed up and asked her what she was doing. SS stated she explained the situation to the police and that she would be proving the Landlords with a copy of the key. The police advised that MM was on her way. To avoid a confrontation with MM, SS left.
9. While in the rental unit on May 18, 2024, SS took photos of the rental unit. A copy of the photos were tendered as evidence. The photos showed cleaners, plants, a modem, a computer, toiletries, towels, clothes, boxes, books, a painting, a bed frame and other miscellaneous items.
10. SS testified that her remaining items were put in the garage where they were exposed to rats and rat feces and, thereafter, they were put in a rented garbage bin. SS attempted to retrieve some of her items on May 28, 2024 but felt harassed while doing so and stated that her uncle, who had a small truck and was helping her, was being followed by an agent of the Landlords. Many of the items she was unable to collect and some of them had a lot of sentimental value, such as her plants that contained part of her brother's ashes, her children's hospital bracelets and ultrasound photos of her child that had passed away. The Tenants did not return or try to return to the rental unit after May 28, 2024.

Landlords T2 Evidence

11. With respect to the alleged illegal entry and assault on March 1, 2024, MM denied that this occurred. It was MM's evidence that SS was well aware of the inspection from the message she sent the Tenant the week prior and from the follow up email sent by her husband, JC. MM stated that it was SS who pushed her and made the situation physical.
12. It was JC's evidence that he was present on March 1, 2024 and that he did not see MM assault SS. JC described the altercation between MM and SS as MM and SS shouting at each other. JC denied ever entering the unit without giving SS notice, which was typically by email.
13. JC stated that they attended the rental unit on or about May 15, 2024 and changed the locks. During the entry, they took several photos of the rental unit. Copies of the photos were tendered as evidence. Some items remained in the unit such as a couple plants, a small table, stuffed animals, plastic bins, a bedframe, a mirror and some garbage. JC stated that, based on the inspection, the Landlords did not believe that the Tenants were still living there. Thereafter, they had the locks changed and had a contractor bag up the remaining items and put them in the garage.

T2 Analysis

14. Based on the evidence and submissions provided, I find on a balance or probabilities that the Landlords entered the rental unit illegally on March 1, and 5, 2024 as the Landlords notices of entry did not comply with the Act. Section 27 of the Act sets of the circumstances when a landlord may enter a rental unit with written notice. Subsection 27(3) of the Act provides that the notice must specify the reason for entry, the date of the entry and a time of entry between the hours of 8:00 a.m. and 8:00 p.m. SS was not provided with a time for either of these entries and there was no evidence to suggest that the Tenant consented to the entries at the time of entry as contemplated under section 26 of the Act. With respect to the alleged illegal entry on March 4, 2024, the evidence suggests that, although reluctantly, SS eventually allowed the Landlords' contractor to enter the rental unit to assess the damages in the unit. Accordingly, I find that SS consented to the entry.
15. With respect to the allegations of assault, there was insufficient evidence to determine that MM physically assaulted SS. However, the evidence presented by the Tenant did establish that MM was verbally aggressive and that her body language was aggressive. In particular, the recording presented as evidence confirms that MM had her hands clenched in a fist and she was yelling and swearing at the Tenant. Accordingly, I find that MM's conduct substantially interfered with the SS' reasonable enjoyment. I also find that this conduct was threatening to the Tenant.
16. In looking at the correspondence between the parties that was tendered as evidence at the hearing, I find that the tone of MM's emails were inappropriate and unprofessional as a landlord and clearly meant to offend SS. MM included unnecessary and inflammatory statements which I find substantially interfered with SS's reasonable enjoyment. Moreover, I find her emails to be harassing as MM should have known or ought to have known that her comments would be unwelcome and she made them in more than one email.

17. Turning to the allegations of illegal lock out. I find on a balance of probabilities that the Landlords illegally locked out the Tenants. The photos from both parties provided established that there were still some items left in the unit. It was not disputed that the Tenants did not provide a notice to vacate or that they had not returned their keys. Moreover, the email from SS to MM, dated May 13, 2024 was very clear that the Tenants were still in possession and that they would give the Landlords ten days notice if they were going to vacate.
18. Despite the foregoing, the Landlords proceeded to change the locks and move the Tenants' items into the garage and refused to provide SS with a key when she requested one on May 15, 2024. This is contrary to section 24 of the Act, which states that a landlord shall not alter the locking system on a door giving entry to the rental unit during the tenant's occupancy of the rental unit without giving the tenant replacement keys.
19. For the foregoing, reasons, I find that the Tenants are entitled to the remedies ordered below.

T6 Application

20. In summary, the Tenants' T6 application alleged the following:

- i. on September 3, 2022, the Tenants were given a fridge with black mold in it, which was reported to the Landlords on Oct 6, 21 and 26, 2022;
- ii. on May 27, 2022, SS reported the front door lock was jammed and that she could not insert the key. This was reported right away and again on June 10, 2022 but was not fixed until March 1, 2024;
- iii. two toilets in the unit needed to be replaced, which was reported to the Landlords on May 16, 2023. The Landlords responded that they would replace them but then did not follow through;
- iv. the exterior of the property, particularly the yard, was never maintained by the Landlords and so the Tenants had to do it, despite it not being their responsibility; and
- v. in November 2022, the downstairs tenant notified MM of a rat in the wall and an exterminator had to come to put out bait. MM was informed of structural issues which were allowing the rats to get in, but MM never properly addressed the issue. As a result, the issue continued for two years.

21. Subsection 29(1) of the Act allows a tenant or former tenant to apply to the Board for an order determining that a landlord has breached their maintenance obligations under section 20 of the Act. However, subsection 29(2) of the Act states that no application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred. In this regard, allegation i. was not brought in time and, as a result, was dismissed. In addition, allegation iv. was dismissed as insufficient particulars were provided. Specifically, no dates or specific examples of the Landlords' failure to maintain the exterior of the property were provided.

Door Lock Jamming

22. SS gave evidence with respect to this issue. However, after giving her evidence, she stated that she was satisfied with the resolution of this issue and was not seeking compensation in relation to this issue. As the Tenants did not request any non-monetary remedies for this issue in the application, no determination or finding is necessary. Therefore, the allegation is dismissed.

Toilets

23. It was SS' evidence that there were three bathrooms in the rental unit, which consisted of two full bathrooms and one powder room. The master bathroom toilet would not flush and the powder room toilet was slow to flush. SS stated that she reported this to the Landlords in May 2023. A few months later, the Landlords sent a plumber to inspect the toilets. The plumber told SS that the toilets needed to be replaced. However, the Landlords never replaced the toilets. SS stated that this was very inconvenient as she only had one properly working toilet.
24. JC denied that there were issues with toilets. JC stated that he contacted a plumbing company and that they tested the toilets and told JC that they were working perfectly fine. JC acknowledged that the toilets were older but stated they were fully operational.

Rats

25. SS testified that she started messaging MM about the rats in November of 2022. In response, the Landlords sent an exterminator. The exterminator put out bait and mesh was placed in some areas. In March 2023, SS reported the return of the rats to MM by text message. MM responded saying that she already sent someone to the property a few days ago and they put out more bait. MM also wrote that it would take some time for the rodents to come and eat the bait and die. A copy of the text message correspondence was tendered as evidence.
26. SS believed that the rats were entering through the garage and the vents. However, only one hole was filed at the left side of the garage by JC and entry through the vents was not addressed. SS stated that the rat issue was never addressed and that this was evident by the rat feces that was found on her items in the garage.
27. It was MM's evidence that rats were an issue because of how SS kept her rental unit. MM denied being advised of the rat issue by SS and recalled being upset because she had to find out about it from the downstairs tenants. MM stated that she had an exterminator attend the property several times and that the exterminator advised her that the issue was due to SS not keeping the property clean.

T6 Analysis

28. There was insufficient evidence to establish that the toilets required replacement. As the applicants, the Tenants carry the evidentiary burden to establish that it is more likely that not that their version of events is true. There was no supporting evidence, such as photos, video or a plumbing report to establish that the toilets were not functioning and needed

repaired or replaced. The fact that the toilets were old is not enough to justify replacement when they are still functioning.

29. With respect to the rat issue, the evidence was limited. It was not disputed that there was an issue as MM testified to having an exterminator attend several times. However, the existence of this issue in itself does not automatically mean the Tenant is entitled to remedies such as an abatement. In determining whether the Landlords have breached section 20 of the Act, I must consider whether the Landlords responded in a reasonable time and in a reasonable manner. I must also consider whether or not the Landlords were notified that the issue persisted. The evidence establishes that SS followed up with MM regarding the rat issue by text message in March 2023. The response from MM was that an exterminator had been sent a few days prior, more bait had been left, and that it would take time for the rats to eat it and die. This does not appear to be an unreasonable response to the issue. There was no evidence presented at the hearing to suggest that the Tenant notified the Landlords that the treatment in March 2023 did not work or that the issue continued to persist.

30. For the foregoing reasons, the T6 application is dismissed.

Remedies

31. In the T2 application, the Tenants requested the following remedies:

- the tenancy be terminated on June 10, 2024;
- a rent abatement in the amount of \$6,900.00;
- \$18,100.00 for costs to repair or replace property that was damaged, destroyed or disposed of because of the Landlords' actions;
- an order requiring the Landlords to return all the Tenants' property that they possess or that they can get back from other people;
- \$5,000.00 for pain and suffering; and
- an order requiring the Landlords to pay a fine;

32. At the hearing, no evidence was provided regarding why June 10, 2024 would be an appropriate date to terminate the tenancy and, based on the evidence that was provided, it does not appear to be a logical request. The Tenants were locked out of the rental unit on May 15, 2024 and last attended the rental unit to retrieve items on May 28, 2024. The Tenant never returned or attempted to return to the rental unit thereafter. Accordingly, I find the tenancy terminated on May 28, 2024.

33. The amount of abatement sought by Tenants represents three months rent. Having found that the Landlords entered the unit illegally on two dates, illegally locked out the Tenants, substantially interfered with the Tenants' reasonable enjoyment and threatened and harassed the Tenants. I find that the Tenants are entitled to an abatement. SS testified to feeling harassed and threatened. She also acknowledged that she did intend to move out eventually. In this regard, SS planned to remove the Tenants' remaining items out slowly and did not plan on leaving any of the items behind. It was SS' evidence that she was deeply impacted emotionally by being locked out as it resulted in losing some very sentimental items that she could not replace.

34. It was recognized by *Divisional Court in Wrona v. Toronto Community Housing Corp.*, [2007] O.J. No.423 (Ont. Div. Ct.) that rent abatements are not limited to a calculation that accounts only for the period of time that a breach of the Act occurs. In this case, this means the abatement would not necessarily be limited to March 1 and 5, 2024 and May 15, 2024.
35. Based on my experience with similar cases and previous decisions of the Board, I find a rent abatement of \$4,258.54 to be appropriate in the circumstances. Which is calculated as follows:
- \$1,000.00 for the illegal entry and incident that occurred on March 1, 2024;
 - \$200.00 for the illegal entry on March 5, 2024;
 - \$2,000.00 for illegally locking out the Tenants; and
 - \$1,058.54 for the period of May 15, 2024 to May 28, 2025, which represents the period the Tenant was deprived use of the unit and/or access to their belongings.
36. The Tenants did not provide sufficient evidence to substantiate their claim for costs to repair or replace property that was damaged, destroyed or disposed of because of the Landlords' actions. The Tenants did not provide a list of items with a break down of the costs in their application and it was unclear which items SS was able to retrieve on May 28, 2024 and which items she left behind and their value. That said, I do accept that the Tenant did lose some of her items as a result of the Landlords' conduct and that they were difficult to collect or locate due to everything being packed up by the Landlords' contractors and put in the garage and or a garbage bin. I also accept that some of these items were sentimental. For the foregoing reasons, I find it appropriate in the circumstance to award the Tenant a lump sum of \$2,000.00.
37. The Tenants requested an order requiring the Landlords to return items in the Landlords' possession that belonged to the Tenants. The Landlords denied having kept any items of the Tenants as of the date of the hearing and there was no list of items provided by the Tenants to be returned. Accordingly, this remedy shall not be ordered.
38. The Tenants did not quantify the amount claimed for pain and suffering or provide any objective evidence, such as a letter from a therapist or treating physician, in support of their claim. However, even if the Tenants had provided objective evidence, it is difficult to quantify an amount for something intangible, like emotional distress. Nevertheless, here the loss of the Tenants' home and some of their possessions was a direct result of the Landlords' breach of their statutory obligation to provide security of tenure. Given the impact to the Tenants of losing their home and some of their belongings, I find that some amount for general damages is appropriate. Having considered all the above factors, I find that an award of \$500.00 is appropriate in the circumstances.
39. Lastly, with respect to the Tenants' request to pay a fine, this shall not be ordered. An administrative fine is a remedy to be used by the Board 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 RTA and other remedies will not provide adequate deterrence and compliance. I am satisfied that the remedies ordered will provide adequate deterrence to the Landlords.

40. During the hearing both parties referenced other applications before the Board, being a L1 application for rent arrears, file no: LTB-L-101186-23, and a L2 application regarding the N12 and unpaid utilities, file no: LTB-L-85579-23. In reviewing both of these orders, I note that the amount owing to the Landlords by the Tenants exceeds the amount owing under this order.
41. The Board cannot simply ignore an order, especially its own orders, for the payment of money that remains outstanding and is obligated to apply the doctrine of set-off.
42. In *Marineland of Canada Inc. v. Olsen*, 2011 ONSC 6522 (Div. Ct.) (CanLII), the Divisional Court determined that the Board erred when it failed to set-off the tenant's rental arrears against compensation the landlord was required to pay under section 52 of the Act.
43. The amount owing by the Landlords may therefore be set off against any amount owing by the Tenants under the aforesaid orders.

It is ordered that:

1. The total amount the Landlords shall pay the Tenants is \$6,758.54. This amount represents:
 - \$4,258.54 for a rent abatement.
 - \$2,000.00 for the reasonable costs that the Tenant incurred to replace property that was disposed of as a result of the Landlords' actions.
 - \$500.00 for pain and suffering.
2. The Landlord may set off the amount in paragraph 1 against any amount owing under orders LTB-L-101186-23 and LTB-L-85579-23.
3. Subject to any set-off, the Landlords shall pay the Tenants the full amount owing by June 8, 2026.
4. If the Landlords do not pay the Tenants the full amount owing by June 8, 2026, the Landlords will owe interest. This will be simple interest calculated from June 9, 2026 at 4.00% annually on the balance outstanding.

May 28, 2026
Date Issued

Rachel Gibbons
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.