Order under Section 31
Residential Tenancies Act, 2006

File Number: LTB-T-053464-22

In the matter of: 1018, 1441 LAWRENCE AVENUE EAST
NORTH YORK ON M4A1W3

Between: Erin-kate Telan — Tenant

And

Elm place inc. C/o briarlane rental property management inc. — Landlord

Erin-kate Telan (the 'Tenant') applied for an order determining that Elm place inc. C/o briarlane rental property management inc. (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- Did not give the Tenant 72 hours to remove my property from the rental unit or from someplace close to it, after the Sheriff evicted the Tenant

This application was heard by videoconference on April 30, 2026.

The Tenant, Erin-Kate Telan, the Tenant's witness, Rebecca Tadiosa, the Landlord's Legal Representative, David Ciobotaru and the Landlord's witness, Sonila Rexhepi and the Tenant attended the hearing.

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.
2. There parties provided a significant amount of evidence throughout the hearing. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Tenant's Evidence

3. The Tenant testified that the Landlord provided various unwarranted 24-hour notices for an "Annual Fire Inspection" on February 15, 2022. The Tenant stated that this was unwarranted, as there was no reason for this inspection to have to take place. The Tenant stated that there was another unwarranted 24-hour notice provided on March 23, 2022 to determine if the rental unit was vacant due to non-payment of rent. The Tenant testified that this harassment and bullying started because the Tenant chose to exercise her rights when the Landlord was attempting to evict the Tenant.

4. The Tenant testified that the Landlord failed to satisfy and apply the vacancy checklist as outlined in *1162994 Ontario Inc. Bakker, 2004 CanLII 59995.* On or about March 17, 2022, the Tenant was served with a Notice to Vacate on or before April 4, 2022. On March 23, 2022, the Tenant informed the property manager that she is requesting a payment arrangement of rent and rent arrears which was refused. The Tenant testified that she was supposed to start a new job on April 4, 2022, however due to unforeseen circumstances she started her job on April 5, 2022. The Tenant states that due that Landlord prevented the Tenant from filing a Request to Review an Order and file an Extension of Time with the Board as they did not mail the Order on time.

5. The Tenant testified that on July 22, 2022 she received a smoke alarm inspection notice scheduled for July 25, 2022 despite the tenant's smoke alarm working. No one showed up on that date. On August 5, 2022, the Tenant received another smoke alarm inspection notice scheduled for August 8, 2022. During this time, the Tenant contracted COVID-19 and emailed the property manager that she needs to quarantine for 14 days. The superintendent did not attend the rental unit. On August 15, 2022, the Tenant received another smoke alarm inspection notice for August 16, 2022. When the building superintendent and building staff arrived at the rental unit, the Tenant advised them that she is still in quarantine, and they left. The Tenant received another smoke alarm inspection notice on August 16, 2022, for an inspection scheduled on August 17, 2022. The Tenant stated that they refused the Landlord into the rental unit due to still having COVID-19. The Tenant testified that that she received another smoke alarm inspection on August 26, 2022, scheduled for August 29, 2022. The Landlord's representatives did not attend on that the date.

6. On August 26, 2022, the Tenant received a second Notice to Vacate dated August 17, 2022 from the Sheriff's stated that the Tenant has to vacate the rental unit on or before September 5, 2022.

7. On September 9, 2022 the Tenant received another smoke alarm inspection notice scheduled for September 13, 2022 that stipulates two dates for entry, September 12 for installation and September 13 for inspection. On September 12, 2022 the Tenant issued a Cease and Desist letter regarding the harassment behaviour to the Landlord. The Tenant requested that the Landlord confirm in writing that all of the harassment will stop. On the same day, the Tenant stated that despite providing the cease-and-desist letter, the Landlord still showed up at her rental unit. The Tenant refused to permit entry to the rental unit.

8. The Tenant went downstairs to the management office to speak with the property manager. The property management staff mocked the Tenant's messages about being sick. The Tenant further stated that while she was downstairs, her daughter was in the

rental unit and advised that two building staff attended the rental unit approximately 20 minutes after the Tenant left.

9. The Tenant stated that there was no reason for the Landlord to provide that many notices to enter the rental unit to inspect the smoke alarm. The Tenant stated that there were no emergencies that would warrant this many inspections.

10. The Tenant stated that the Landlord did not give her access to retrieve her belongings within 72 hours of being evicted. The Tenant testified that the Sheriff executed the eviction on September 14, 2023. The eviction that the Landlord obtained was as a result of an ex parte order. Prior to the eviction being enforced, the Tenant stated that she appealed the decision to the Divisional Court and a stay was issued. That stay was lifted on August 25, 2023 and the eviction date was September 14, 2023. The Tenant testified that she was illegally evicted, and the Landlord obtained the eviction illegally.

11. The Tenant stated that the Landlord's agent, Sonila, told her mother that the Tenant can remove her stuff on September 18 at 8:30am. However, on September 18 the Landlord's agents did not open the door to her rental unit until 10:30am and therefore caused the Tenant to incur further moving charges as she had to keep the movers waiting.

12. Upon cross examination, the Tenant stated that the original file number relating to the eviction was a "TNL" number and then the file number changed to an "LTB" file number however it was the same file. The Tenant stated that she appealed this order to the Divisional Court where it was denied and the stay was lifted, however she had paid everything. The Tenant testified that she was only given three hours to move out of the rental unit, however, was able to take all of her belongings. She acknowledges that the Sheriff evicted her, however the Landlord did something wrong to obtain the eviction. The Tenant testified that she objected to the various 24-hour notices that the Landlord provided her because the notice stated that photographs may be taken.

Tenant's Witness

13. The Tenants mother, Rebecca Tadiosa, testified at the hearing. Ms. Tadiosa submitted a Declaration dated April 4, 2024 summarizing the events that took place. At the hearing, Ms. Tadiosa read the Declaration (DOC-3084287). To summarize, the Declaration stated that on September 14, 2023 her daughter called her and stated that she wants her to go to her rental unit as soon as possible as she is being evicted. Ms. Tadiosa was acting as the direct point of contact on behalf of her daughter and the Landlord's staff, as her daughter was under a lot of stress. On September 14, 2023 she tried to call the Landlord's office however no one answered. On September 15, 2023, she spoke with Sonila regarding a parking spot. On September 16, 2023, she spoke with the Superintendent who stated that he cannot make any decisions on behalf of the Tenant as to when she may retrieve her stuff, and stated that she needs to speak with management. On September 18, 2023, she went to the office around 8:30am since the movers had arrived. At this time, the office was closed however when she knocked a man opened the door. He stated that he did not have the key to the rental unit, only Sonila does. They had to wait for an hour and a half, which resulted in her calling the Police. The Police attended around 10:00am and went to speak with the Landlord. The Police advised her that her daughter's rights to the 72 hours had no weight because the Landlord is the owner of the property. Ms. Tadiosa stated that they

had to rush to move the items out of the unit as Sonila checked on them twice. As a result of this unlawful eviction and having to rush out of the rental unit, her daughter's hip and leg injury was exacerbated.

Landlord's Evidence

Landlord's Witness – Sonila Rexhepi

14. The Landlord's witness, Sonila Rexhepi who is a property administrator testified at the hearing. She testified that she was present with the Superintendent and changed the locks to the rental unit. She stated that the Tenant was evicted in accordance with the law. According to the Tenant, she arrived on September 18, 2023, at 8:30am however the office opens at 9:00am. Ms. Rexhepi testified that the Tenant did not call her and advise that she was coming during this time. She stated that when they arrived on September 18, they were given access to the rental unit and belongings, and this was after the 72-hour window had expired.

15. Upon cross examination, Ms. Rexhepi testified that no one had called her to arrange a time to retrieve the belongings. She stated that it is her job to answer all phone calls however she did not get a call from the Tenant. Ms. Rexhepi testified that the reason the rental unit was not opened until 10:30am was because she had to find the Superintendent and wait for him to be available to open the rental unit. She testified that the Tenant was given more than the 3 hours they are claiming to remove their belongings.

16. The Landlord's Legal Representative stated that the Tenant's application ought to be dismissed. There was no harassment as a result of the 24-hour notices that were provided, these notices were given because the smoke detector need to be checked. There was no illegal eviction, the Landlord obtained an eviction order from the Board, and it was eventually enforced, once the Tenant's appeal was dismissed and the stay was lifted. The Tenant is making allegations that the Landlord misled the Board and obtained an unlawful eviction, however that did not happen. Regarding the allegation that the Tenant did not have access to the rental unit within 72 hours, the Tenant did not make efforts to speak with the Landlord to access the rental unit after they were evicted. The Tenant did not prove that thy were making efforts to access the rental unit and obtain their belongings which was denied by the Landlord.

Legal Analysis

17. Section 23 of the Act provides that a landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

18. Section 22 of the Act provides that a landlord shall not at any time during the tenant's occupancy of the rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or member of his or her household.

19. Section 41(3) of the Act (3) states that landlord shall make an evicted tenant's property available to be retrieved at a location close to the rental unit during the prescribed hours within the 72 hours after the enforcement of an eviction order.

20. Upon hearing the evidence of the parties, I am not satisfied that the Tenant proved that the Landlord harassed, obstructed, coerced, threatened or substantially interfered with the Tenant. I heard the Tenant's submissions regarding the various notices that were provided, however I do not find it unreasonable that the Landlord required access to the rental unit to check the smoke alarm. The Tenant admitted to refusing entry at one point and stated that the Landlord did not enter on various occasions when advised that the Tenant has COVID-19. I do not find that these incidents rose the level of substantial interference, harassment, coercion or threatening behaviour and therefore, I do not find these actions of the Landlord rose to the level where I would find the Landlord breached section 23 and 22 of the Act.

21. Furthermore, I do not find, on a balance of probabilities that the Tenant proved the Landlord's actions regarding the eviction amounted to a breach of section 22 and 23 of the Act. From the evidence that was provided, I do not find that the eviction took place substantially interfered with the Tenant's reasonable enjoyment of the rental unit. I further do not find that the Landlord harassed the Tenant when enforcing the eviction. The Tenant was making comments about previous decisions made by various Members of the Landlord and Tenant Board. As stated at the hearing, I am unable to hear and/or consider the Tenant's submissions about previous orders as this is not the correct process to have those orders reviewed, reconsidered, or varied. In addition, the Tenant was making submissions about a previous eviction order, specifically that it was unlawful. I do not have the jurisdiction to making a finding that a previous Board decision was unlawful, and/or make a determination that the Landlord acted in bad faith when obtaining this eviction. Therefore, the submissions that were made about this were not considered in determining this application.

22. Lastly, I do not find that the Tenant proved on a balance of probabilities that the Landlord refused access to the rental unit within 72 hours of the eviction. I heard the Tenant's and the Tenant's witness submissions that various phone calls were made and no one from management picked up, however I prefer the evidence of the Landlord, that they were not phone calls made and the Landlord was not notified that the Tenant was going to attend the rental unit to retrieve their belongings until they showed up to the office on the morning of September 18. I found the Landlord's witness credible and consistent, and the Tenant did not provide further evidence (phone logs, etc.) to discredit the testimony of the Landlord. The standard of proof in proceedings before this Board is "proof on a balance of probabilities." By that standard, the party bearing the burden of proof must show with evidence that, "more likely than not", their assertions are true. Where, the evidence of the opposing party is as believable as that of the party bearing the burden of proof, that burden cannot be said to have been discharged. The Tenant's claim regarding the Landlord not making the rental unit available within 72 hours of the eviction is dismissed.

Administrative Fine

23. The Landlord's Legal Representative request that the Board order the Tenant to pay an administrative fine. Thoughouht the hearing and during the Landlord's submissions, the

Tenant was repeatedly interrupting, despite being advise that it was inappropriate to do so. In addition, the Tenant was making accusations of the Board mishandling of a file, which is not the case. The Tenant was also fined by the Divisional Court, which has still not been paid by the Tenant. The Tenant was also naming members whose decision she was not happy with. All of these actions are unacceptable and warrant a fine.

24. The Tenant opposed the fine stated that she made a mistake, and that she has already suffered enough.

25. Although the Tenant's actions were troublesome at some points in the proceeding, I do not find that it is appropriate to issue a fine against the Tenant at this time, as I do not find the actions of the Tenant rose to the level where a fine is warranted.

It is ordered that:

1. The T2 Application is dismissed.

May 28, 2026
Date Issued

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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.