



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-088816-24 & LTB-T-045512-25

In the matter of: 4, 126 WENTWORTH ST N
HAMILTON ON L8L5V7

Between: Sandra Hodgins Tenant

And

Rise Property Solutions Inc Landlord

Sandra Hodgins (the 'Tenant') applied for an order determining that Rise Property Solutions Inc (the 'Landlord'):

- entered the rental unit illegally.
- 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.
- failed to meet the Landlord's 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 29, 2026.

The Landlord's Legal Representative Shelby Wittick and the Tenant attended the hearing.

Determinations:

With Respect to the T2 – Limitation Period and Particulars

1. The Landlord's Legal Representative raised that some of the issues raised on the T2 Application were outside of the limitation period, as many of the alleged illegal entries occurred outside of the one-year limitation period, she also noted that many of the issues alleged arose after the termination of the tenancy.
2. The Act imposes a one-year limitation period. The T2 Application was filed on October 29, 2024. Therefore, I have not considered those illegal entries which are alleged to have occurred outside the limitation period.
3. Additionally, some of the allegations raised on the T2 Application are alleged to have occurred after the tenancy had terminated and are also outside of the Board's jurisdiction.

4. Therefore, the hearing was limited to those allegations within the Board's jurisdiction.
5. The T2 also appears to lack sufficient particulars with respect to the allegations of interference and harassment. It is sufficiently clear that the Tenant is framing the alleged illegal entries as interference. However, there are also allegations that the Landlord frequently threatened to evict the Tenant and used the Board as means of legal intimidation, charged illegal fines, delayed repairs to the rental unit, and removed the Tenant's portal access. None of these allegations have clear dates and times attached to them. The Landlord's Legal Representative indicated that the only dates they were provided to go on and prepare their case were the dates and times related to the alleged illegal entry.
6. The Tenant indicated that she had provided a table of contents to the Landlord which contained additional dates and times. However, she confirmed that the dates and times were not contained in the Application itself. She testified that these allegations should still be considered because she needs the process to be over.
7. Applications must provide sufficient details to allow the opposing party to know the specific allegations being made so that the opposing party can be in a position to know the case that must be met: *Ball v. Metro Capital Property*, [2002] O.J. No. 5931 ("Ball").
8. MacDougall J. wrote in *Ball* that, "Particulars should include, dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct...". While *Ball* involved a notice of termination served to a Tenant, in my view the general principles regarding the need for particulars and details apply equally to Tenant applications. In *Ball*, the Court stated that the various purposes for requiring a party to provide reasons and details include the responding party's need "to know the specific allegations made so that she/he can be in a position to know the case that must be met; to decide whether to dispute the allegations made before the Tribunal; and to consider whether to stop the conduct or activity or correct the omission..."
9. Accordingly, I elected to limit the proceeding to those allegations which contain sufficient particulars, including dates and times and note that the Tenant has already been given an opportunity to amend her application after the adjudicative case conference which was held on April 29, 2025.
10. The Landlord's Legal Representative also sought clarity with respect to the remedies request by the Tenant on the T2 Application. The Tenant confirmed that she was seeking general compensation of \$33,000.0.

With Respect to the T6

11. The Landlord's Legal Representative indicated that the T6 Application was filed on June 3, 2025, meaning that the limitation period was back to June 30, 2024 and that there were no allegations in the Application within that limitation period. Accordingly, she requested that the T6 be dismissed.
12. At the hearing the Tenant initially indicated that she was amenable to the T6 being dismissed and did not dispute the Landlord's Legal Representative request, before indicating that she would be prepared to go through with the T6.

13. The most recent allegation raised in the T6 dates from May 5, 2024, and the Tenant was not able to point to any allegations that fell within the one-year limitation period.
14. Therefore, as the T6 does not contain allegations which fall within the one-year limitation period set out in the Act the T6 shall be dismissed.

The T2

15. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$1,500.00
16. The Tenant moved into the rental unit on October 18, 2021 and vacated October 24, 2024. The rental unit is a single-family home converted into multiple rental units. The rental was located in the basement of the home.

Illegal Entry

17. The Tenant's Application identifies 108 alleged illegal entries, a small number of these appear to be duplicitous and all but 27 are outside the one-year limitation period. Additionally, the Tenant has noted that in many cases she was provided with adequate notice of entry. Therefore, I heard testimony from her only on the illegal entries which fell within the limitation period for which she alleged adequate notice of entry was not provided.
18. The Tenant testified that on November 9, 2023, she was sleeping in her bedroom when someone opened the door. She testified that she believed it was the water guy who was had come in to inspect the boiler and water tank for the complex, which is located in her unit. She testified that she did not receive a notice of entry from the Landlord prior to this entry.
19. During cross examination the Tenant was presented with an email dated November 10, 2024, that she had sent to the Landlord's agent indicating that she had let someone in the day before, and she agreed that this contradicted her testimony that she was sleeping in her room at the time of the entry. However, she testified that there was an entry when she was sleeping.
20. The Tenant testified that a maintenance person came to her unit again on November 10, 2023. She testified that she initially received an email from an agent of the Landlord Ashley Neufeld on November 9, 2023, indicating that there would be an entry on November 10, 2023, to check the boiler system. It indicated the entry would occur between 8:00am and 12:00pm However, no one entered the rental during those times.
21. The Tenant then received a second email dated November 10, 2023, at 1:44pm from a Shefali Pandey indicating that they would be entering the rental unit on November 10, 2023 between 1:00pm and 5:00pm because there was no heat in the loft of the complex. She testified that the entry occurred around the time the email was sent.
22. The Tenant testified that people would attend daily and she was told she would be evicted if she refused entry so she allowed them to enter.

23. The Tenant testified that on November 14, 2023, she was in a Zoom appointment with her therapist, and an unidentified man entered her rental unit sometime between 10:00am and 11:00am. She testified that she had been provided with a notice of entry on November 13, 2023, indicating that someone would enter between 10:15am and 5pm on November 14, 2023. She testified that this entry was for a "fall (autumn) inspection"
24. She also described an entry on February 6, 2024, by who she believed to be electricians who attended to fix a faulty smoke alarm in her rental unit. She testified that she called the Landlord and Tenant Board and was informed that this did not constitute an emergency which would justify entry without notice. She indicated that she received an "emergency notice of entry" prior to the entry on February 6, 2024, indicating someone would enter her unit to repair the smoke alarm.
25. She testified that she reported a chirping smoke alarm to the Landlord and received a response on February 27, 2023, indicating that someone would attend between 10:00am-5:00pm to reset the smoke alarms in her unit. She testified that an agent for the Landlord again subsequently attended the rental unit to fix the chirping smoke alarm in the Tenant's rental unit. However, she indicated that by this time the alarm had already been fixed.
26. She testified that on February 29, 2024, her smoke alarm began chirping again and after she made the Landlord aware she received an email from the Landlord's Agent on February 29, 2024 indicating that someone would attend to inspect and repair the smoke alarm and an agent of the Landlord subsequently entered to inspect the alarm. However they were unable to repair the alarm.
27. She testified that on February 29, 2024 she walked over to the fire department and described her chirping smoke alarm, and the fire department sent a truck and a fireman smashed her chirping alarm and told her to refer the Landlord to the fire department if they had a problem with the smashed alarm.
28. She indicated that she made the Landlord aware through the building portal that the fire department had smashed the alarm and on March 1, 2024, an agent for the Landlord attended the rental unit to replace the smashed alarm with a new smoke alarm. She also directed me to an email on February 29, 2024, indicating that someone would enter her unit on March 1, 2024. She testified that she did not know the purpose of this entry because at the time the email was sent, she had not made the Landlord aware of the smashed alarm.
29. The Tenant also testified that for her birthday on July 30, 2024, she submitted an N9 to the Landlord, and the next day on July 31, 2024, she received a notice of entry for August 1, 2024, to conduct an inspection and appraisal of the rental unit. She testified that this was an appraisal inspection of the unit.
30. She also testified that on August 8, 2024, she received an email from the Landlord's Agent at 12:33pm indicating that there would be an entry between 9:00am and 5:00pm to inspect the rental unit. She testified that she replied to the email indicating that an agent for the Landlord named Mark had entered her rental unit at 10:44pm and to express that she was concerned at the large number of inspections which had occurred within her rental unit and requested that any move out inspection occurred closer to her move out date.

31. The Tenant confirmed during cross examination that she had refused entry into the rental unit but was not too sure how many times.
32. She testified that she did not believe that a faulty fire alarm is an emergency, she indicated that a chirping smoke alarm could be an emergency, but it would be situational.
33. The Landlord's Agent Alysia Hyde testified at the hearing. She is a senior property manager for the Landlord.
34. She testified that a smoke alarm is an emergency, as in a residential property a fire can spread from one unit into others.
35. She explained that the Landlord's portal uses a work order system which provides Tenant's with a box they can check if they are making a request and do not need 24 hours notice of entry. If the box is checked notice of entry will not be provided if it is left blank notice is provided.
36. She also explained that the Tenant's rental unit contained both the hot water tank and the heater, which would necessitate entry whenever either had issues. She testified that the Landlord would try to work with Reliance and other contractors to find time that works for entry but reliance will often show up late or not at all, and the Landlord has a duty to provide hot water to the complex.
37. She also testified that if Appliance repair is provided the Landlord would involve their contractor RTC who would coordinate directly with Tenants to schedule entry, and the Landlord would only become involved if RTC was unable to contact the Tenant to schedule entry.

Substantial interference

38. The Tenant testified that because of the excessive number of entries into her rental unit her life was severely impacted, and she lost her role assisting low-income families. She also testified that the stress caused her to have a seizure on September 12, 2024 and she lost her license as a result. Additionally, because the entries had caused her to miss group therapy sessions, she was removed from her therapy program.
39. In support of this the Tenant relied on a letter from her pharmacist dated March 26, 2025 which asserts that the Tenant has been diagnosed with epilepsy which causes seizures which increase in frequency during emotionally overwhelmed periods, and asserts that the Tenant experienced repeated violations of her personal space which caused worsening PTSD symptoms and anxiety which led to more frequent seizures.
40. The Tenant testified that the number and purpose of the Landlord's inspections was ridiculous and testified that she sent the Landlord an email on May 13, 2024, about the number of inspections and to remind the Landlord that they had already performed an annual inspection that year.
41. During cross examination The Tenant confirmed that the medical note that she relied on was written by her pharmacist rather than her doctor. However, she testified that she has

this pharmacist forever and they have seen her conditions change. The Tenant denied that she had told her pharmacist what to write in the letter.

42. The Landlord's witness Alysia Hyde testified that the complex has an annual appraisal inspection which is booked by the bank and a series of annual inspections including an annual fire inspection, and an annual unit inspection and follow up.
43. She testified that not all entries alleged by the Tenant were entries as some were key audits, where the unit key would be tested but no one would enter the unit, and many of the notices of entry relied on by the Tenant were corrections or amendments sent by the Landlord.
44. She testified that no one who works for the Landlord has a grudge against the Tenant and they in fact did not know who she was when the Application was first filed, as she had been a good Tenant and not on the Landlord's radar. .

Harassment

45. The Tenant testified that by October 24, 2024, she was removing her belongings from the rental unit when she became aware that the Landlord had scheduled roof repairs for that day. She testified that when she arrived at the unit there was a plywood panel covering her door and she was hit by a shingle which was thrown from the roof by a contractor hired by the Landlord. She testified that she did not believe that this was deliberate, however she believed that the Landlord had deliberately scheduled roof repairs that day to interfere with her move and harass her.
46. A witness for the Landlord Randy Chettle testified at the hearing, He is the owner of Need a Roof. He testified that he did not remember the Tenant and had never met her but confirmed that his company performed repairs on the roof the day that the Tenant vacated. He testified that plywood panels were placed around the worksite to protect from falling debris and explained that he would typically provide his clients with a variety of days during which work could be completed, but this would ultimately be contingent upon the weather.

Analysis

47. Ultimately, I am satisfied that the Tenant has demonstrated that the Landlord's Agents have entered the rental unit illegally.
48. While I found the Tenant's testimony to be credible, I did not find it to be reliable. It was at times inconsistent, such as when she indicated that she was sleeping during the November 9 2023, entry, only to later change this assertion, and when she revised her testimony around refusing entry. I am willing to attribute a portion of this to the Tenant's anxiety and underlying conditions, and the stress of a hearing before the Board, however I am not satisfied this entirely accounts for the inconsistencies in the Tenant's testimony.
49. However, even in consideration of the reliability of the Tenant's testimony, the documentary evidence indicates that illegal entries did occur. For example, on November 10, 2023 the Tenant received an email at 1:44pm indicating that someone would enter that day, and they entered the unit shortly thereafter. This is not 24 hours notice. Likewise, the notice of entry for November 14, 2023, does not provide a full 24 hours notice to the

Tenant. Similarly, the Notice of entry issued for August 1, 2024, while provided the day before does not provide a full 24 hours notice to the Tenant.

50. Additionally, on August 8, 2024, the Tenant received an email advising her of an entry that day at 12:33pm.
51. Therefore, as the Landlord did not provide a full 24 hours notice for these entries, I am satisfied that they constitute illegal entry. I am also not satisfied that the Landlord has identified an emergency which would warrant entering without notice and note that the August 8, 2024, entry appears to be for an inspection.
52. While the Tenant also asserts multiple illegal entries related to her fire alarm between February 6, 2024, and March 1, 2024 I am satisfied that a faulty fire alarm within a multi-residential building does constitute an emergency which would warrant entry without notice. An undetected fire in the Tenant's unit could easily spread throughout the complex, and I am satisfied that after the Tenant made the Landlord aware of her ongoing issues with the fire alarm it was appropriate for them to enter to remediate the issue.
53. Therefore, I find that the Landlord's Agent entered the rental unit illegally on November 10, 2023 November 14, 2023, August 1, 2024 and August 8, 2024.
54. The Tenant also alleges that the Landlord interfered with her reasonable enjoyment both through the illegal entries and the sheer number of entries.
55. The Tenant's Application lists 27 entries between November 2023 and September 2024. While this number seems excessive I am prepared to accept the testimony of the Landlord's agent, that many of these entries were scheduled by a third part repair services after maintenance requests, and many are duplicates which represent the Landlord changing or amending a notice of entry, additionally I note that a some appear to have been requested by the Tenant herself and a large number of the entries were in response to the faulty fire alarm in the Tenant's rental unit.
56. When these entries are subtracted it appears that the Landlord or their agents entered the rental unit approximately 11 times during the period of November 2023 to September 2024. However, even many of these entries appear to be for a legitimate purpose including to turn on the hear, conduct an annual unit inspection or audit, or to shut down the water or check the boiler system. Therefore, while the number of entries may at first appear excessive, I am not satisfied that the Tenant has demonstrated that the Landlord has substantially interfered with her reasonable enjoyment by entering the rental unit an excessive number of times.
57. However, I am prepared to accept that the illegal entries substantially interfered with the Tenant's reasonable enjoyments, especially when I consider them in the overall context of the sheer number of entries during this period.
58. Therefore, I find that 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
59. With respect to harassment, The Tenant's assertion that the Landlord deliberately scheduled the roof repair during her move appears to be speculative, and I accept the testimony of the Landlord's witness that he is the one who provides dates to clients and

that those dates are weather dependant. Therefore, as the Tenant's assertion that the roof repair was booked to interfere with and harass her is speculative and there is evidence before me to suggest that the dates were not selected by the Landlord alone, I am not satisfied that the Tenant has demonstrated that this constitutes harassment. Therefore, I find that the Landlord did not harass, obstruct, coerce, threaten or interfere with the Tenant.

Remedies

60. The Tenant sought general damages of \$33,000.00. I am satisfied that a modest award is appropriate, however I am not prepared to order the quantum sought by the Tenant. I note that I have found only 4 illegal entries and while I have accepted that these illegal entries impacted her reasonable enjoyment, I am not satisfied that this warrants an award of \$33,000.00
61. The Tenant testified that the entries caused her increased anxiety which worsened her PTSD and caused her to experience seizures which led to the loss of her licence and her employment. The Tenant relies on a letter from her pharmacist in support of this assertion. However I have placed little weight on the letter, and note that the Tenant's pharmacist is not her doctor, and I am not pharmacists has assessed the Tenant to the extent that they are able to definitively assert that the Tenant's medical conditions were caused or exacerbated by the Landlord's actions, or were the primary cause of her conditions worsening.
62. Without a clear causal nexus, I am not satisfied that the Tenant has demonstrated that the health effects she suffered were a direct result of the Landlord's actions, and I therefore find the quantum sought excessive.
63. However, I am satisfied that general compensation of \$1500.00 is appropriate. This represents \$250.00 per illegal entry, and \$500.00 for compensation for interference with reasonable enjoyment in recognition of the impact of the Landlord's actions.

It is ordered that:

1. The Tenant's T6 Application is dismissed.
2. The total amount the Landlord shall pay the Tenant is \$1,500. This amount represents:
 - \$1,500 for general compensation
3. The Landlord shall pay the Tenant the full amount owing by June 14, 2026.
4. If the Landlord does not pay the Tenant the full amount owing by June 14, 2026, the Landlord will owe interest. This will be simple interest calculated from June 15, 2026 at 4.00% annually on the balance outstanding.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 3, 2026
Date Issued

Reid Jackson
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.