



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-008833-25

In the matter of: 316, 1901 Weston Road
York ON M9N3P5

Between: Andrew Boguslaw Wrona Tenant

And

Toronto Community Housing Landlord

Andrew Boguslaw Wrona (the 'Tenant') applied for an order determining that Toronto Community Housing (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.

This application was heard by videoconference on May 25, 2026.

The Landlord's Representative John Edlund and the Tenant attended the hearing.

Determinations:

1. The Tenant testified that the Landlord is in violation of section 27(3) and section 22 of the Act.
2. The Tenant testified that he was provided on January 23, 2025, a notice of entry for January 24, 2025, between the hours of 9:00 am and 4:00 pm. A copy of the notice of entry was submitted as evidence in DOC 6560203 page 3.
3. The Tenant testified that the notice did not comply with the Divisional Court decision in *Wrona v. Toronto Community Housing Corporation*, [2007] O.J. No. 423, which determined that, while a landlord is not required to specify the exact hour and minute of a required entry, a six hour entry window does not comply with the requirement in the *Residential Tenancies Act, 2006* (the 'Act') and that a landlord should specify a time of entry.
4. The Tenant further testified that because of the notice he had to stay home at the expense of other activities.

5. The Tenant testified that he contacted the contractor who was to be attending the unit and received an email back stating that the work to be completed should take about 30 minutes. A copy of the email was submitted as evidence DOC 6666719.
6. Under cross-examination the Tenant confirmed that he was not trained to install radiators, and he was unaware of the qualifications of Diego Savone, the author of the email.
7. The Tenant further confirmed that the notice of entry was served on him by the contractor and although he was aware the notice was defective when he received it, he did not bring it to the attention of the Landlord nor the contractor.
8. The Tenant further acknowledged that when the contractor attended his unit on January 24, 2025, he refused entry into his unit.
9. The Tenant is seeking a rent abatement in the amount of \$4,500.00 which he puts forth is a proportionate deterrent and ordering anything less would make a mockery of the Divisional Court's decision.
10. The Tenant submitted *Wrona v. Toronto Community Housing Corporation*, [2007] O.J. No. 423, in which he was awarded \$1,000.00, TNT-00226 in which he was awarded an abatement in the amount of \$3,000.00, TNT-34917-21 which is a settlement agreement in which he was awarded \$4,000.00 and LTB-T-035166-23 in which he was awarded \$4,500.00.
11. The Landlord is requesting the application be dismissed as there was no illegal entry, as the Tenant had denied the entry.
12. The Landlord's Representative submitted that the Tenant was aware the notice was defective, and he did not address the issue with the Landlord or the contractor, for the sole purpose of seeking unjust enrichment.
13. The Landlord's Representative further submitted that there was no evidence to support the loss of reasonable enjoyment of the unit by the Tenant and that the amount sought was unreasonable.
14. The Landlord's Representative requested that, if the application is not dismissed, then a modest abatement of rent, \$26.04, an equivalent of 1 day's rent be imposed. He referred to a previous decision of the Board, which I found to be TNT-92678-17.

Analysis

15. I am not bound by the previous decisions of the Board, but I am bound by the Divisional Court decision.
16. Guideline 19 of the Board's Interpretation Guidelines provides that a Tenant may remain in the rental unit while the landlord exercises the right of entry, but the landlord's right of entry can be exercised even if the tenant is not in the unit at the time of entry. A tenant does not have the right to deny entry simply because the time of entry is not convenient to the tenant. A tenant may not interfere with the landlord's right of entry.

17. Although the Tenant testified that he remained home for the time of entry, he further testified that he denied the entry into his unit.
18. The Tenant is seeking an abatement of rent in the amount \$4,500.00.
19. An abatement of rent is a contractual remedy based on the principle that if you are paying 100% of the rent then you should be getting 100% of what you are paying for and if a tenant is not receiving the full value of what they're paying for, they should be entitled to an abatement equal to the difference in value.
20. Based on the evidence before me, I find that although the notice to enter may not have been in compliance with *Wrona v. Toronto Community Housing Corporation*, [2007] O.J. No. 423, the difference between that decision, the other decisions of the Board and the matter currently before me, is that in this matter the Tenant denied the entry into his unit and therefore there was no illegal entry.
21. I find that although the Tenant chose to remain home that day, there was no evidence submitted which would support any loss of reasonable enjoyment or substantial interference to the Tenant.
22. I find that the Landlord did not enter the rental unit illegally and that the Landlord did not substantially interfere with the reasonable enjoyment of the rental, therefore the Tenant's application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

June 9, 2026
Date Issued

Brenda Mercer
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.