



**Order under Section 78(11) and 78(12)
Residential Tenancies Act, 2006**

File Number: LTB-L-027805-26-SA

In the matter of: LOWER UNIT, 92 ALBION ST
BRANTFORD ON N3T3M6

Between: CATHERINE DAWSON Landlord

And

ROBERT TOKER Tenant

CATHERINE DAWSON (the 'Landlord') applied for an order to terminate the tenancy and evict ROBERT TOKER (the 'Tenant') and for an order to have the Tenant pay daily compensation they owe because the Tenant did not meet a condition specified in the order issued by the LTB on January 26, 2026 with respect to application LTB-L-086711-25.

The Landlord's application was resolved by order LTB-L-027805-26, issued on April 7, 2026. This order was issued without a hearing being held.

On April 16, 2026, the Tenant filed a motion to set aside order LTB-L-027805-26.

This motion was heard by videoconference on May 26, 2026.

The Landlord, the Landlord's legal representative, Sarah Vaz, and the Tenant attended the hearing. The Landlord also had a witness, Chris Mulvany, who provided oral testimony at the hearing.

Determinations:

There was a breach of the previous consent order

1. The Tenant failed to meet a condition specified in the order issued by the LTB on January 26, 2026 with respect to application LTB-L-086711-25.
2. The Tenant interfered with the Landlord's entry of the rental unit on March 18, 2026 by restricting the Landlord's agents to enter the unit one at a time. As a result, the Landlord's contractor was unable to inspect the rental unit to determine whether or not the rental unit was in a good state of repair and complied with housing and maintenance standards.
3. The reason this was restrictive is because the Landlord and their agents were on a time limit having to inspect several units on the same day and only 45 minutes was scheduled

for this inspection to have time for the others. As can be seen in the Notice of Entry for this date, three people were attending the rental unit to perform work within the 45-minute window and there was an explanation on the notice regarding coordinating scheduling with contractors and attending the unit from out of town.

4. The Tenant submits that they were entitled to restrict access to the rental unit because they have valuable items displayed in the rental unit in the living room area in a cabinet and on shelves. They also have valuable tools in another area of their rental unit. They speculate that that one of their valuable items may go missing if more than one person is in the rental unit at a time. He wants to be able to watch them to ensure that items don't go missing and he submits he can only watch one person at a time in this regard. He found his restrictions reasonable under the circumstances.
5. While I can accept that the Tenant has many valuable items displayed throughout the rental unit, I do not find the Tenant restricting access to the rental unit so they can protect their valuables reasonable. The Tenant admits that they can lock up their items, but they don't want to put a lock on their \$6,000.00 cabinet because they feel it would diminish the value of it. They don't want to place valuable items out of view because they are proud of the collection and feel they are entitled to keep their items displayed.
6. The Tenant admits that they had ample notice of the entry as the Landlord had mailed them a copy of the notice on March 2, 2026 and also left two voicemails on this date. The Tenant had over two weeks notice of the upcoming inspection. The Tenant had ample time to secure their belongings if they felt that there was a risk of any items being stolen as a result of the entry and they took no steps to either secure their items, or to even notify the Landlord in advance regarding their restrictions on entry so the Landlord could organize their time accordingly.
7. Additionally, given the Tenant's submissions regarding suspected theft of items, I accept the Landlord's submissions that they find it appropriate to have more than one person in the rental unit at a time in case they are accused of swiping any of the Tenant's valuable items and the second person can support them in defending such a claim.
8. Additionally, the Tenant could have had another person in the unit with them as they suggested by hiring their own security guards for the inspection or by having another person present while the inspections and repairs were being completed.
9. The consent agreement between the parties was based on a previous N5 Notice that was given with reasons surrounding the Tenant's interference with entry of the rental unit. The Tenant agreed that "in no way" would they interfere with the Landlord's lawful entry into the rental unit provided the entry is for a lawful purpose and proper notice has been given. The Tenant failed to establish that the entry was not lawful. It was. It was for fire safety and to ensure that the Landlord is meeting their maintenance obligations.

The surrounding circumstances

10. The Landlord scheduled a second inspection of the rental unit for April 14, 2026. The notice was sent via email and also by post with a tracking code on April 8, 2026. The Tenant had approximately 5 days notice of the inspection which was to access the dryer vents and to clean out and take pictures of the device's current location. Also to conduct a

preventative maintenance inspection of the unit. When the Landlord attended the unit with the contractor, the Tenant insisted that only one person would be allowed entry at that time. An argument then ensued between the Tenant and the Landlord regarding the entry.

11. The Landlord's contractor, Chris Mulvany, testified that they were not allowed to enter on April 18th because the Tenant was restricting access stating that they have "a lot of valuable stuff inside and don't want anything stolen". On the first inspection date he stood around waiting over 30 minutes in the hallway until the time ran out and he had to do the other inspections. He still charged the Landlord for the time spent for the call.
12. The Tenant submits that they did not refuse entry on this date, but agree that they would only allow one person in the rental unit at a time.
13. The Landlord was again not able to complete their preventative maintenance inspection or check the dryer vents on this date because of the Tenant's restrictive access.
14. The Tenant submits that they would comply with a condition order pending the outcome of the motion hearing and the determinations made. They submit that they will hire security or take alternative measure to protect their personal belongings if the ruling is that he must permit entry to multiple people at a time.
15. The Landlord submits that this is an ongoing pattern and that the Board should deny the Tenant's motion because of their lack of cooperation with inspections because the Landlord has health issues and has to travel a long distance to coordinate the entry and they don't feel that the Tenant will comply with another order.
16. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-027805-26.
17. While I accept that the Landlord has incurred costs and has to coordinate access to the rental unit being that they live out of town and they also have health concerns regarding travelling and attending the unit, I am also mindful that this is a tenancy that is approximately 10 years old.
18. The Landlord submits that the Tenant would refuse entry prior and that the Landlord was not able to get entry at all. Now the Tenant is permitting restricted access to protect belongings they have the ability to secure and have not done so.
19. Although I do not condone the Tenant's actions of restricting access, I find that it would be more unfair to the Tenant to grant eviction than it would be for the Landlord to coordinate their contractors to attend the unit. It should be clear that the Tenant is not to restrict access to the Landlord when proper notice has been given and that the entry is for a lawful purpose.
20. Accordingly the order issued on April 7, 2026 will be set aside and the order issued on January 26, 2026 will be reinstated and amended.

It is ordered that:

1. The motion to set aside Order LTB-L-027805-26, issued on April 7, 2026, is granted.

2. Order LTB-L-027805-26, issued on April 7, 2026, is set aside and cannot be enforced.
3. The previous order issued on January 26, 2026 with respect to LTB-L-086711-25 is amended as follows:
 1. Clause 2 of the order is amended by adding the following clause:
 - c) The Tenant shall not restrict entry to the rental unit by limiting the Landlord and their agents to only one person at a time for entry.

June 10, 2026
Date Issued

Terri van Huisstede
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.