



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-071483-24

In the matter of: 350 Mount Nebo Rd
Omemeo ON K0L2W0

Between: Monica Carpenter Tenants
Wade Carpenter

And

Terri Humphries Landlord

Monica Carpenter and Wade Carpenter (the 'Tenants') applied for an order determining that Terri Humphries (the 'Landlord'):

- entered the rental unit illegally.
- harassed, obstructed, coerced, threatened or interfered with the Tenants.

This application was heard by videoconference on March 10, 2026.

The Landlord, the Landlord's Legal Representative, Marie Beaupre and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. However, as the Tenant was partially successful in their claim but the only remedy sought by the Tenants was a rent differential and I have denied the request for the rent differential, the Landlord shall be ordered to pay \$48.00 which is the cost of filing the application.

Illegal Entry

2. The Tenants submit that the Landlord and the Landlord's family would enter the rental unit without providing any notice of entry.
3. The Tenant, Monica Carpenter ('MC') testified that as the Landlord or the Landlord's family would enter randomly and without any prior notice, it was a general interference with her day-to-day living as they had to be prepared for entry at any given time and that the entries would occasionally interfere with her work meetings as she worked from home.

4. MC testified that the Landlord entered on an almost daily basis from the start of the tenancy on September 9, 2016, up to the date the Tenants vacated on August 30, 2025.
5. The Landlord did not deny that she and her family entered the rental unit on several occasions. The Landlord testified that the Tenant, Wade Carpenter ('WC') is her cousin and that as WC had advised that he and MC would be moving back from the east coast to Ontario, the parties had come to an agreement for WC to occupy the basement. The Landlord testified that WC was advised prior to the commencement of the tenancy that the Landlord had either two bedrooms available upstairs or the basement unit available with the condition that the Landlord have access to the basement to access her freezer and the shared laundry machines. The Landlord testified that the Tenants chose to reside in the basement unit and consented to the condition that the Landlord have access to their freezer and the laundry room.
6. The Landlord testified that there was a breakdown in the relationship in August 2022, when the Landlord asked the Tenants to vacate the rental unit. The Landlord testified that due to her mobility issues, her sister would enter the rental unit to access the freezer on the Landlord's behalf.
7. Based on the evidence before me, it appears the entries became contested as of approximately August 2022. The Tenants provided a list of 35 dates between September 4, 2023 to August 30, 2025 on which the Landlord or the Landlord's sister entered the rental unit without giving prior notice. Regardless of any informal agreement to the contrary, the Landlord was obligated under the Act to comply with notice requirements. Section 26 of the Act allows the Landlord to enter without notice and section 27 of the Act sets out the circumstances in which a notice is required. The Landlord's entry without notice or consent to access the freezer and laundry room did not comply with sections 26 or 27 of the Act. While I may have issued an order for a rent abatement, the Tenants withdrew their request for a rent abatement at the hearing. The Divisional Court's decision in *Beauge v. Metcap Living Management Inc.*, [2012] O.J. No. 1052 (Div. Ct.), essentially stands for the proposition that I am unable to order what is not specifically requested.
8. While the Tenants sought a rent differential pursuant to section 31(2) of the Act, I was not satisfied that the conduct of the Landlord induced the Tenant to vacate the rental unit. Rather, I find that the Tenants continued to live in the rental unit and were minimally impacted by the entries. As a result, the request for a rent differential is denied.

Harassment

9. The Tenants submit that the Landlord has harassed the Tenants by watching the Tenants vacate the rental unit on September 1, 2024 and laughing at the Tenants. The Tenants also submit that the Landlords have harassed the Tenants by giving N4s with various amounts owing.
10. The Landlord testified that she was under the impression there was initially no tenancy as the agreement was an informal arrangement between family. As a result, the Landlord filed an A1 application, LTB-L-081395-24, which was withdrawn when the Landlord became aware that there was a tenancy under the Act.

11. Subsequently as the agreement was an informal arrangement between family, the Landlord served N4 notices with incorrect amounts. However, I was not satisfied based on the Tenants' testimony that the notices were excessive or were given for the purposes of harassing the Tenants. It was undisputed that the Tenants had not paid rent for a large portion of the tenancy and as a result, I was not satisfied that the notices were given as harassment but rather, find that these were notices given in accordance with the Act for non-payment of rent.
12. With regards to the Tenants' assertion that the Landlord watched the Tenants vacate and laughed, I was not satisfied that this interference was substantial or amounted to harassment.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$48.00. This amount represents:
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by June 27, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by June 27, 2026, the Landlord will owe interest. This will be simple interest calculated from June 28, 2026 at 4.00% annually on the balance outstanding.

June 16, 2026
Date Issued

Christopher Lin
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.