



Order under Section 31 Residential Tenancies Act, 2006

Citation: Jérôme v Pierre, 2026 ONLTB 38930

Date: 2026-06-10

File Number: LTB-T-107376-25

In the matter of: A, 65 rue Forget
Embrun ON K0A1W0

Between: Maxime Jérôme
Alexandra Houle Tenants

And

Fritz Pierre Landlord

Maxime Jérôme and Alexandra Houle (the 'Tenants') applied for an order determining that Fritz Pierre (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.

This application was heard by videoconference on May 12, 2026.

The Landlord and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed

Illegal Entry and Substantial Interference

2. It is the Tenants' evidence that the Landlord entered illegally into the rental unit with less than 24 hours' notice on September 14, 2025 and October 2, 2025.
3. The Tenants further allege that the Landlord served them an N5 and N7 notice and this substantially interfered with their reasonable enjoyment of the rental unit and forced them to vacate the unit on November 30, 2025.

September 14, 2025 entry

4. The Landlord testified and provided email proof that he was contacted by the Tenants on September 14, 2025 by text message concerning a leak under the sink in the powder room. The Tenants indicated that the leak was creating mold and that they had turned off the water valve.
5. The Landlord responded to Tenant Houle on September 15, 2025 that he booked a plumber to come look at the sink that evening at 6:00 p.m. and asked permission. He did not receive a response. Ms. Houle testified in redirect they were out that evening. The relations between the Tenants and the Landlord are strained, and the Landlord refuses to communicate with Tenant Jérôme. I understand this extends from an altercation in July 2025 between Mr. Jérôme and the Landlord when the police were called.
6. On September 16, 2025, the Landlord sent another email to Ms. Houle to inquire whether he should cancel the plumber's visit because he had not received a response from the Tenants as to whether the visit was possible. On September 16, 2025 at 10:18 AM, the Landlord wrote that he canceled the plumber's visit and would come by himself and inspect the problem between 5:00 PM and 7:00 PM. He signed his email, "Si ce temps ne vous convient pas, svp m'en aviser au moins une heure à l'avance. » (If this time is not convenient, please let me know at least an hour in advance) DOC-7943519 Exhibit 1.
7. The Landlord did not receive a reply, so he attended at the rental unit on September 16, 2025 between 5:00 PM and 7:00 PM. He testified he did not force the door or yell at anyone, and the Tenants let him in.
8. Section 25 states that a Landlord can only enter a rental unit in accordance with s. 26 or 27. Section 26(1)(b) further states, "A landlord may enter a rental unit at any time without written notice, if the tenant consents to the entry at the time of entry."
9. I therefore find that the Tenants consented to the entry on September 16, 2025, and even if they had not, the written notice that the Landlord provided the day before was sufficient.
10. Therefore, there was no illegal entry on September 14, 2025.

October 2, 2025 entry

11. The Tenants also allege that the Landlord made an illegal entry without 24 hours' notice on October 2, 2025 to show the rental unit to prospective tenants.
12. The Landlord testified that he sent an email on September 21, 2025 at 10:17 a.m., and called Ms. Houle regarding various issues in her rental unit. She replied on September 22, 2025 at 10:17 p.m. The Landlord sent an email on September 23, 2025 that he would call her that evening.
13. The Landlord then testified that he had a conversation between September 24, 2025 and October 1, 2025 with Tenant Houle to fix the toilet in the powder room. He could not remember the exact date and it is not corroborated with email.

14. On October 1, 2025 at 12:27 p.m., he provided notice of entry on October 2, 2025 between 5:00 p.m. and 7:00 p.m. (DOC-7943659 Exhibit 2)
15. I find that the notice of entry was given with more than 24 hours' written notice on October 1, 2025, and I accept the Landlord's evidence that it was to fix the toilet in the powder room as this is explained in unaltered emails provided by the Landlord. I find the Tenants' recollection of the issue to be inaccurate.
16. I therefore find that no illegal entry occurred on October 2, 2025.

Substantial Interference Analysis:

17. Section 22 of the *Residential Tenancies Act, 2006* (the 'Act') states that "A landlord shall not at any time during a tenant's occupancy of a 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 members of his or her household."
18. The Divisional Court in *Hassan v. Niagara Housing Authority* [2000] O.J. 5650 (hereinafter "*Hassan*") affirmed that a landlord has a positive obligation to take reasonably necessary actions to ensure that all tenants can reasonably enjoy the rental premises.
19. I find that in the case of September 14-16, 2025 and October 2, 2025, the Landlord was fulfilling his obligation to investigate a leak under the sink and of the toilet in the Tenants' powder room. He sent emails and made phone calls and took reasonable steps to investigate the complaint about the leaks, so he cannot be said to be substantially interfering with the Tenants' reasonable enjoyment of the rental unit because he was responding to their request. I further find that on both occasions he gave 24 hours notice of entry and on September 16, 2026, the Tenants consented to his entry at the time he entered.

Notice N5 and N7

20. The Tenants allege that the Landlord's action to serve two eviction notices, an N5 and N7, that substantially interfered with their reasonable enjoyment.
21. It is not substantial interference to enforce one's legal rights.
22. Just as the Tenants are able to enforce their rights under the Act, so is the Landlord, and he did so by bringing eviction notices to terminate the tenancy and evict the Tenants.
23. I find that this does not amount to substantial interference, and to find otherwise would be counter to, or even undermine, the purpose of the Act.

Harassment Analysis

24. The Tenants allege that the conduct of the Landlord harassed, obstructed, coerced, threatened or interfered with the Tenants.

25. Section 23 of the Act prohibits the Landlord from harassing, obstructing, coercing, threatening or interfering with the Tenants.
26. "Harassment" is not defined by the Act, but is interpreted from the *Ontario Human Rights Code*, RSO 1990, c. H. 19 s.10 defines "harassment" as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome."
27. In this case, I find no such conduct occurred. As mentioned above, the Landlord was contacted by the Tenants regarding a leak in their powder room. He emailed, telephoned and attended at their apartment with ample notice in order to fix the leak.
28. I further find that serving an N5 and N7 notice does not amount to harassing conduct because it is the enforcement of a legal right under the Act.
29. Therefore, I do not find that the Tenants have proven the allegations on a balance of probability that the Landlord harassed, coerced, obstructed, threatened or interfered with them.
30. Having failed to prove the allegations of substantial interference and harassment, I find the application should be dismissed.

It is ordered that:

1. The application is dismissed.

June 10, 2026
Date Issued

Vanessa Davies
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.

