



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-012899-25

In the matter of: Basement, 44 JERSEYVILLE RD
BRANTFORD ON N3T5M1

Between: Patrick Quenville Tenant

And

Verna Marinuk Landlord

Patrick Quenville (the 'Tenant') applied for an order determining that Verna Marinuk (the 'Landlord'):

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

This application was heard by videoconference on June 9, 2026.

The Tenant and the Landlord attended the hearing.

Determinations:

1. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord shall be required to compensate the Tenant pursuant to the terms of this order.

Illegal entry

2. The Tenant, Patrick Quenville (P.Q.), testified that on October 8, 2024, he observed a notice posted on what he referred to as the Landlord's door. The notice indicated that the Landlord would be sending someone to enter his rental unit for the purposes of retrieving a portable heater that he was previously given by the Landlord. The notice did not provide a specific date or time for entry and stated that someone would be attending his unit within the next few days.
3. On October 18, 2024, the Landlord's Agent attended the Tenant's rental unit and proceeded to remove the portable heater from the rental unit. The visit lasted for no more than a few minutes. The Tenant testified that he was not provided with any written notice of entry for the attendance on October 18, 2024.

4. P.Q. testified that on January 9, 2025, he observed a notice posted on the Landlord's door. This notice stated that the Landlord's Agent would be entering his rental unit for the purposes of bringing down salt for the water softener. P.Q. testified that the notice also stated that entry would be made on January 10, 2025.
5. P.Q. testified that on January 12, 2025, the Tenant observed two individuals at his door and asked who the individuals were. The individuals responded by stating that they were there to place the salt in the HVAC room for the water softener. P.Q. informed them that he was not given notice of them attending on that day and did not want to allow them access. The two individuals entered the unit, placed the salt in the HVAC room, and vacated the unit. P.Q. testified that he did not receive a notice of entry from the Landlord to enter his unit on this date.
6. P.Q. also testified that the Landlord would often leave notices of entry on the Landlord's own door instead of his rental unit door. He also testified that the notices would often fail to provide all necessary particulars such as the reason for entry, and specific date and times of entry.
7. The Tenant vacated the rental unit on September 1, 2025.
8. The Tenant sought compensation in the amount of \$4,560.00.
9. The Landlord, Verna Marinuk (V.M.), testified that the Tenant did not agree to email service of notices, nor did the Tenant agree to notice of entry by telephone. The Tenant insisted on receiving written notices left at his door.
10. V.M. testified that the door that the Tenant claims is her door on which she posted the notices was a common door which the Tenant would use or pass by daily. V.M. did not deny posting the notices on the common door rather than the door of the Tenant's rental unit.
11. V.M. did not dispute having someone enter the rental unit on October 18, 2024, for the purpose of retrieving the portable heater that she had previously provided to the Tenant. The Landlord believes that she sent a text to the Tenant notifying him in advance of the entry but did not upload a copy of the text to support her position.
12. V.M. did not dispute that someone entered the unit on January 12, 2025. V.M. also did not dispute that the person she sent into the unit used her key to enter the unit after knocking and the Tenant failing to open the door. V.M. did not recall the specific details of the notice that she provided the Tenant prior to this entry.
13. V.M. testified that she is 72 years of age and is limited in terms of what she can and cannot do. She testified to leaving the notices on the common door because of her mobility issues going up and down stairs. She also suffers from congestive heart failure.

14. Based on the evidence, I am satisfied on a balance of probabilities that the Landlord, and/or an Agent thereof, illegally entered the Tenant's rental unit on October 18, 2024, and January 12, 2025. I make this finding because the Landlord failed to properly serve the Tenant with the notices of entry by posting a copy of the notices on the Tenant's door. Despite this, the Tenant did see the notices in advance of the Landlord's entry. I am also not satisfied that the Landlord provided the Tenant with proper notice for the entries on October 18, 2024, and January 12, 2025, because the notices did not specify these as the dates on which the Landlord would be entering the unit. I am not satisfied that the Landlord notified the Tenant of any changes in advance of the entry times and dates. Therefore, I find that the Landlord's Agent entered the unit illegally on October 18, 2024, and January 12, 2025.

Remedies

15. I find an award of \$400.00 for the two illegal entries to be an appropriate amount given the circumstances. I find this amount to be appropriate because Landlord's entries were both for very brief periods of time, the entries were not carried out with any ill intent and were limited to two separate incidents. Therefore, I find this amount to be an appropriate award for the Tenant and to deter the Landlord from entering a rental unit without proper notice in the future.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$448.00. This amount represents:
 - \$400.00 for illegal entries.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 23, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 23, 2026, the Landlord will owe interest. This will be simple interest calculated from June 24, 2026, at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 12, 2026
Date Issued

Ilan Shingait
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.