



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-015547-25

In the matter of: 1, 167 Granville St.
Ottawa ON K1L6Y3

Between: Nicholas Saikali Tenant

And

Anna Grealty Landlord

Nicholas Saikali (the 'Tenant') applied for an order determining that Anna Grealty (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 June 9, 2026.

The Tenant and the Landlord and the Landlord's Representative, Lori Nolan attended the hearing.

Determinations:

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

Illegal Entry:

2. The Tenant, Nicholas Saikali (N.S.), testified that on February 21, 2025, he contacted the Landlord and notified the Landlord of his sink being clogged and asking for the Landlord to contact a plumber.
3. N.S. testified that the Landlord responded on February 22, 2025, asking the Tenant to try and use Drano solution to unclog the sink. The Tenant attempted to do so, but it was not helpful.

4. N.S. testified that the Landlord sent him an email on February 22, 2025, at approximately 2:22 p.m., notifying the Tenant that the Landlord's daughter will be entering the rental unit on February 23, 2025, between the hours of 3:00 p.m. to 5:00 p.m. for the purposes of inspecting the clogged sink. A copy of the email was tendered as evidence by the Tenant.
5. N.S. testified that the Landlord sent him a text message at approximately 5:32 p.m., stating that the Landlord's daughter will be entering the rental unit at 5:45 p.m.; to inspect the rental unit. This text was sent on February 22, 2025, approximately 3 hours after the parties agreed to February 23, 2025, between the hours of 3:00 p.m. to 5:00 p.m.
6. N.S. testified that the Landlord's daughter used a copy of the Landlord's key and proceeded to enter the Tenant's rental unit at approximately 5:45 p.m., on February 22, 2025. N.S. testified that he did not receive proper notice of the entry and believes that this constitutes an illegal entry on the Landlord's part.
7. N.S. testified that he was startled by the Landlord's daughter because he did not receive the text sent by the Landlord at 5:32 p.m. He also did not feel that the fifteen-minute notice period provided was appropriate. N.S. testified that the clogged sink was an ongoing issue and by no means an emergency that permitted the Landlord to enter the unit without lawful notice.
8. N.S. testified that the Landlord's daughter returned to his rental unit at approximately 6:30 p.m., after sending a text at 6:27 p.m. This entry was to determine if the sink was still clogged or not.
9. The Tenant vacated the rental unit on April 30, 2025.
10. The Tenant was seeking a rent abatement in the amount of \$790.00 which is 50% of the rent for one month for the Landlord illegally entering the Tenant's rental unit.
11. On cross-examination, N.S. agreed that in his email to the Landlord dated February 21, 2025, he used language such as immediate when referencing a time frame in which he expects the repairs to be carried out. N.S. also maintained that he never referenced the repair as an emergency because it was not and never agreed to waive his rights to notice of entry.
12. The Landlord, Anna Grealy (A.G.), did not dispute that her daughter entered the Tenant's rental unit on February 22, 2025, as per her instructions to her daughter. The Landlord testified that she texted the Tenant at approximately 4:40 p.m., she did not receive a response from the Tenant but sent her daughter to enter the unit because the Tenant wanted the repairs done immediately. She did not dispute having an agreed entry time of February 23, 2025, between the hours of 3:00 p.m. to 5:00 p.m. when sending her daughter into the unit on February 22, 2025.
13. A.G. testified that she believed that the repair and clogged sink was an emergency that permitted entry without notice. I disagree, at most the Tenant would have been delayed in having the ability to wash their dishes. I do not find the clogged sink to be an emergency repair that allows a landlord to enter the unit in the absence of a proper notice of entry.
14. A.G. denies that her daughter entered the unit a second time on February 22, 2025, at 6:30 p.m.

15. A.G. also testified that she is a small Landlord and that this rental unit is her only rental property. The property is a duplex, and she occupies one of the two self-contained residential units.
16. 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 February 22, 2025. I make this finding because the Landlord failed to provide the Tenant with proper notice in advance of said entry. The parties agreed to an entry date of February 23, 2025, between the hours of 3:00 p.m. to 5:00 p.m. Despite this arrangement, the Landlord elected to have her daughter enter the Tenant's rental unit after providing the Tenant with insufficient notice by text less than an hour before the intended entry. A clogged sink that prevents a tenant from washing their dishes is not an emergency and a landlord entering a rental unit without proper notice is inappropriate and constitutes an illegal entry. Therefore, I find that the Landlord's Agent (daughter of the Landlord) entered the rental unit illegally on February 22, 2025.

Remedies

17. Therefore, I find that the sum of \$200.00 is appropriate in these circumstances. I find this amount to be appropriate because the illegal entry was limited to a single date, it was not done with ill intent, and the Landlord believed that they were acting in good faith to have the repairs requested carried out ahead of schedule. None the less, proper notice was not provided to the Tenant and the entry was illegal.
18. I do not find that the issuance of a fine to be appropriate in these circumstances. I find the sum awarded sufficient 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 \$248.00. This amount represents:
 - \$200.00 for illegal entry.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 22, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 22, 2026, the Landlord will owe interest. This will be simple interest calculated from June 23, 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 11, 2026
Date Issued

Ilan Shingait
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.