



Order under Section 69 Residential Tenancies Act, 2006

Citation: DanaBela Corporation v Lisi, 2026 ONLTB 45975

Date: 2026-06-12

File Number: LTB-L-029747-26

In the matter of: 137 ALLEGRANZA AV
WOODBIDGE ON L4H4S1

Between: DanaBela Corporation Landlord

And

Tania Lisi Tenant
Emanuel Lisi

DanaBela Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Tania Lisi and Emanuel Lisi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 1, 2026 at 11:18 a.m.

The Landlord Vitali Amorm, the Landlord's representative Evgeny Aptekar, licensed paralegal, the Tenant Tania Lisi and the Tenant's representative Lisa Duchene, licensed paralegal attended the hearing. The Tenant's son, Luca Lisi also attended the hearing as an interpreter.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$4,202.50. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$138.16. This amount is calculated as follows: \$4,202.50 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to June 30, 2026 are \$16,812.50.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$4,000.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$272.95 is owing to the Tenant for the period from July 20, 2023 to June 1, 2026.

Section 82 Issues

10. Pursuant to section 82 of *Residential Tenancies Act, 2006* (the 'Act'), a Tenant is permitted to raise any issue that could be the subject of an application if the Tenant complies with disclosure requirements.
11. I find that the Tenant provided the requisite notice to the Landlord in respect of the section 82 issues raised at the hearing and the Landlord submitted evidence to the Board in reply.
12. The Tenant pursued 2 main issues at the hearing; the failure of the Landlord to provide adequate notices of entry pursuant to *the Act* that amounted to substantially interfering the Tenant's reasonable enjoyment of the unit and the Landlord threatening to remove an interior latch/lock. These are addressed below.

Threats re: Removing Latch/Lock Issue

13. The Tenant alleged that the Landlord threatened to remove an interior latch/lock installed on the entry door to the rental unit. The Tenant submitted that by removing the lock it would negatively impact her sense of security and exacerbate her existing anxiety-related concerns. Entered into evidence were various pieces of correspondence between the Landlord and Tenant.
14. The Landlord denied the conduct was neither harassing nor threatening and took the position that the lock had been installed without authorization and that it presented concerns regarding emergency access to the rental unit.
15. The issue before me is not whether the lock ought to remain installed or whether the Landlord would ultimately be entitled to remove it. Rather, the issue is whether the Landlord's conduct in seeking to remove the latch/lock amounted to harassment, threats, or substantial interference with the Tenant's reasonable enjoyment of the rental unit. Having reviewed the evidence, I am not satisfied the Tenant led sufficient evidence to show that the Landlord's action rose to the level where it breached these provisions as contemplated by sections 22 and 23 of *the Act*.
16. Section 23 of *the Act* prohibits a landlord from harassing, obstructing, coercing, threatening, or interfering with a tenant and section 22 of *the Act* provides that a landlord shall not substantially interfere with the reasonable enjoyment of the rental unit for all usual purposes by a tenant.

17. In this case, the communications entered into evidence were professional in tone and content. While the Tenant clearly disagreed with the Landlord's position regarding the lock, a landlord communicating its intention to enforce what it believes to be its rights under *the Act* does not, without more, constitute threats or harassment – even if done repeatedly. I find insufficient evidence that the Landlord engaged in intimidating, coercive or harassing conduct. Accordingly, I find the Tenant has not established a breach of *the Act* arising from this specific allegation. Therefore, this portion of the Tenant's claim is dismissed.
18. My findings are confined to the allegation that the Landlord's communication and conduct in relation to removing the lock were threatening or otherwise constituted substantial interference, as pled in the Tenant's filings.

Notices of Entry Issue

Tenant's evidence

19. The Tenant submitted that the Landlord would regularly provide vague notices of entry to the unit in terms of listing extended time periods, despite the Tenant's requests to provide more narrow entry periods on the notices of entry, the Landlord failed to do so. The Tenant submitted that this behaviour was in breach of section 27 of *the Act*, and in aggregate over time amounted to substantial interference.
20. The Tenant testified that the Tenant received a notice to enter the rental unit from the Landlord for April 22, 2026. The notice specified an entry window between 8:15 a.m. and 12:15 p.m. After informing the Landlord this entry window was too wide, the Tenant further testified the Tenant received another notice to enter the rental unit from the Landlord for April 27, 2026; and this notice specified an entry window between 9:00 a.m. and 1:00 p.m., which was an entry window similar in length. Entered into evidence were copies of the aforementioned notices, as well as a subsequent notice of entry dated January 25, 2026 with a similar 4-hour time window.
21. The Tenant further testified that due to her existing medical issues and issues related to her children being unable to remain in the rental unit alone, it was difficult to accommodate a 4-hour notice of entry window and requested specific timing in order to accommodate her needs.

Landlord's evidence

22. The Landlord denied providing notices of entry that were not pursuant to *the Act*, submitting that they were served in advance, included sufficient details, and the entry windows were appropriate for the work being completed.
23. The Landlord testified that the work to be completed, in this case removing a secondary lock which potentially prevented emergency access to the unit, required contractors and this window was appropriate to accommodate the work itself as well as any delays from

the contractors travelling from their previous job. The Landlord further testified that on April 22, 2026 the contractors arrived at 9:34 a.m. and entry was denied.

Analysis

24. Sections 26 and 27 of *the Act* set out the circumstances under which a Landlord may enter a rental unit.
25. The relevant section, section 27 (1) of *the Act* identifies the circumstances in which a landlord is allowed to enter the rental unit. This section stipulates that a landlord may enter a rental unit by providing written notice to the tenant at least 24 hours prior to entry and specify the date and time for entry as well as the purpose for it.
26. While it is common to solely interpret these types of allegations under the privacy protections of *the Act* contained in section 27, the Tenant also framed them as possible breaches of section 22, due to their repeated and unwelcomed nature.
27. The question before me is whether 4 hours is a reasonable time window based on the circumstances.
28. In determining whether the specified window of time is reasonable, I considered the Board's *Interpretation Guideline 19*, and more specifically whether the Landlord exercises control over the work being done, who is doing the work, the type and complexity of repair, the location of the work and the extent to which the entry affects the tenant's ability to use the rental unit, and accordingly then if the notice is reasonably specific with respect to the time for entry.
29. The Divisional Court in *Wrona v. Toronto Community Housing Corporation, 2007 CanLII 3228 (Div. Ct.)* found that while a landlord is not required to specify the exact hour and minute of a required entry into a rental unit, a written notice providing for a six hour period for entry to permit the landlord to carry out an annual inspection of smoke detector equipment does not comply with the requirements that the notice specify a time of entry between 8:00 a.m. and 8:00 p.m.
30. In this case, the evidence before me is that the work is being done by contractors - not the Landlord himself, the Landlord had a reason to attend the unit, involves modest repairs to the door of the rental unit, and minimal impact on the Tenant's ability to use the remaining portions of the rental unit.
31. After considering all of the circumstances, I find the 4-hour entry windows were reasonably specific and complied with section 27(1) of *the Act*. Unlike the circumstances in *Wrona* or other related cases, where 6-hour or 9-hour windows for routine annual inspections were found to be insufficiently specific, the entries in this case involved coordinating contractors to complete repairs which involved a material alteration to the unit. Having regard for the nature of the work, the involvement of a third-party contractor, the limited impact of the repairs on the Tenant's use of the rental unit, and the Landlord's reduced control over the precise timing of the work, I am satisfied that the notices provided a reasonable timeframe

for entry. Accordingly, I find that the notices of entry were lawful and do not constitute a breach of section 27 of *the Act*. For the same reasons, as well as considering only 3 notices were entered into evidence, I am not satisfied that the notices of entry, whether individually or cumulatively, amounted to substantial interference with the Tenant's reasonable enjoyment under section 22 of *the Act*. Therefore, this portion of the Tenant's claim is dismissed.

Relief from eviction

32. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until July 31, 2026 pursuant to subsection 83(1)(b) of *the Act*.
33. The Tenant testified the Tenant suffers from medical conditions including an auto immune disease, and as a result it would be difficult to compete a housing search and find a suitable unit that can accommodate the Tenant and the Tenant's 3 dependant children who are 18, 15 and 13 years old. Entered into evidence was a letter from Dr. Freedman dated February 20, 2023 which corroborated her testimony regarding her medical condition. The Tenant further testified that while her husband works construction earning approximately \$6,500.00 per month, her primary source of income is ODSP, and that finding a new unit that is both affordable and suitable for her family in the community would be challenging given the current rental market conditions. For these reasons, the Tenant requested a payment plan of \$1,000.00 per month until the arrears are paid in full, and should an eviction be granted, the Board delay the eviction up to August 31, 2026.
34. The Landlord's representative submitted that any payment plan was inappropriate, as since the application the Tenant has not made any payments despite the Tenant's own testimony that her household earned an income of over \$6,500.00 each month. The Landlord's representative further submitted that any delay would only further prejudice the Landlord as the arrears were significant. I further considered the submissions from the Landlord, including documentary entry evidence, regarding the Landlord's financial and health circumstances.
35. After considering all the circumstances, I find that it would not be unfair to postpone the eviction until July 31, 2026. I am not persuaded the Tenant would be able to commit to a payment plan, as by her own testimony her average monthly household income of approximately \$6,500.00 only narrowly exceeds her average monthly household expenses of approximately \$5,800.00, and in this case the Tenant led no documentary evidence to support her testimony regarding either her income, her husband's income or expenses. This lack of corroborating evidence informs my decision that a payment plan is not realistic in the circumstances. Nevertheless, I find the delay will afford the Tenant with additional time to complete a housing search for an affordable and suitable unit for the Tenant's family in the community which is appropriate given the Tenant's circumstances, without significantly prejudicing the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

2. The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:

- \$16,998.50 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$21,201.00 if the payment is made on or before July 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after July 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before July 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,863.71. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$138.16 per day for the use of the unit starting June 2, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 31, 2026, then starting August 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after August 1, 2026.

June 12, 2026
Date Issued

Greg Witt
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on February 1, 2027 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$16,812.50
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,998.50

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2026

Rent Owing To July 31, 2026	\$21,015.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$21,201.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$16,950.66
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$4,000.00
Less the amount of the interest on the last month's rent deposit	- \$272.95
Total amount owing to the Landlord	\$12,863.71
Plus daily compensation owing for each day of occupation starting June 2, 2026	\$138.16 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	