



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-043323-23

In the matter of: 20 NEELANDS ST
Wyebridge ON L4N7A1

Between: Joel Vandebroek Tenant

And

George thomas Rae Landlord

Joel Vandebroek (the 'Tenant') applied for an order determining that George thomas Rae (the 'Landlord'):

- entered the rental unit illegally.
- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on February 17, 2026.

The Landlord, the Landlord's Legal Representative, Andrea Lahey, the Tenant and the Tenant's Legal Representative, Matthew Lund attended the hearing.

Determinations:

Request for Adjournment

1. At the hearing, the Tenant sought an adjournment as they have not had an adequate opportunity to review and respond to evidence uploaded by the Landlord on the date of the hearing. However, the only new evidence uploaded by the Landlord was Order LTB-L-015040-23, which was an order from an L1 hearing for a non-payment of rent dispute between the Landlord and the Tenant that was issued on September 29, 2023, as well as the Sheriff's notice to vacate.
2. Because the Tenant was a party to the proceeding that resulted in the order, I was not satisfied any prejudice would result from allowing the Landlord to rely upon it. I denied the request to adjourn.

T2 Application

3. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$3,548.00 which represents a rent abatement and the cost of filing this application.

Illegal Entry

4. The Tenant alleges that within the 6 months prior to the filing of this application on May 31, 2023, the Landlord entered the rental unit illegally on at least 47 separate occasions.
 1. The Tenant entered into evidence videos of the Landlord entering the rental unit on December 26, 2022, April 13, 2023, May 20, 2023, and May 21, 2023.
5. It was undisputed that the Landlord entered the rental unit on the dates alleged by the Tenant.
6. The Landlord entered into evidence the following six notices of entry:
 1. A notice of entry dated December 25, 2022 for entry on December 26, 2022 between 8:00 AM and 8:00 PM for the purposes of inspecting the rental unit and to investigate a report of a water leak.
 2. A notice of entry dated April 12, 2023 for entry on April 13, 2023 between 8:00 AM and 8:00 PM to perform an inspection of the rental unit.
 3. A notice of entry dated May 19, 2023 for entry on May 20, 2023 between 8:00 AM and 8:00 PM to inspect the rental unit.
 4. A notice of entry dated May 20, 2023 for entry on May 21, 2023 between 8:00 AM and 8:00 PM to inspect the rental unit.
7. The Landlord also entered into evidence an entry log detailing their entry dates, reasons for entry and the date and time of the entry.
8. Section 27 of the *Residential Tenancies Act, 2006* (the 'Act') sets out the requirements for a Landlord to enter a rental unit with notice and states that a landlord may enter a rental unit with 24 hours of notice to carry out a repair or to inspect to determine if the rental unit is in a good state of repair and it is reasonable to carry out the inspection.
9. The LTB's *Interpretation Guideline 19: The Landlord's Right of Entry into a Rental Unit* provides the following guidance:

Specifying the time of entry

Where a specific time of entry is known, it should be stated in the notice. Where it is not possible to state a specific time of entry, the notice may provide a reasonable window of time for entry.

What is a reasonable window of time will depend upon the facts and circumstances in each case. Where the landlord exercises control over the work being done and

who is doing the work, the notice should be reasonably specific with respect to the time for entry. Where the landlord does not exercise control over the work being done or the person who is doing the work, the notice should set out a reasonable window of time for entry.

For example, where the work is being done by a cable or telephone company and the company specifies a reasonable window of time when it will be at the rental unit, a landlord may reasonably specify that same window. Where the same or similar work is being done in a number of units on the same day, a reasonable window of time may be specified.

In determining whether the specified window of time is reasonable, consideration should be given to the type and complexity of repair, replacement or work being undertaken, the location of the work and the extent to which the entry affects the tenant's ability to use the rental unit.

The Divisional Court in *Wrona v. Toronto Community Housing Corporation* 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 nine 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.

10. The Guideline is not binding upon me, but I see no reason to depart from it in this case. While I accept that the Landlord served notices of entry at least 24 hours in advance as required by section 27 of the Act, I am not satisfied that the 8:00 a.m. to 8:00 p.m. windows for entry were reasonable.
11. While in *Wrona*, the Divisional Court awarded \$1,000.00 for a single entry, I was not satisfied that the breaches had a major impact on the Tenant. Rather, while the Landlord and his father are seen touching items in the rental unit, the impact of the entries were minor and I find, based on my knowledge of similar cases, that an abatement of \$500.00, which is \$100.00 for each of the five entries is sufficient to acknowledge the impact of the entries on the Tenant.

Altered Locks

12. The Tenant testified that on or about July 30, 2022, the Tenant received permission from the Landlord to change the locks of the rental unit to make the unit more accessible for the Tenant's medical support workers. The Tenant testified that on December 26, 2022, the Landlord changed the locks to the rental unit. The Tenant testified that during this time he was away from the rental unit due to ongoing medical treatment.
13. The Landlord did not dispute changing the locks and entered into evidence a text message from the Landlord to the Tenant dated December 26, 2022 stating, "I'm [sic] heading down to change the lock. You had changed the lock without permission. Grab the key off me next time you're here."

14. While the Tenant testified that conversations got heated regarding the changing of the locks, there was no supporting evidence from the Tenant of any discussion between the Landlord and the Tenant about obtaining the keys after the Landlord changed the locks.
15. The Landlord testified that due to the Tenant's lack of response in obtaining the keys, he assumed the Tenant had vacated the rental unit.
16. While I accept, based on the uncontested evidence before me, that the Landlord changed the locks, the only supporting evidence before me was that the Landlord had informed the Tenant to obtain a copy of the key when the Tenant returned and there was no supporting evidence that the Landlord had refused to provide a copy of the key.
17. I was not satisfied that the Landlord's failure to provide a key was the fault of the Landlord who had offered to provide the Tenant a copy of the key. Rather, I find that the failure to provide a replacement key was a result of the Tenant not taking reasonable steps to obtain a copy of the key.
18. Therefore, I find that the Landlord did not alter the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.

Harassment

19. The Tenant testified that the Landlord has engaged in threatening and coercive behaviour with the Tenant. The Tenant testified that the Landlord has threatened to remove the Tenant's belongings and to change the locks. The Tenant also testified that the Landlord harassed the Tenant with repeated assertions that the Tenant had abandoned the rental unit. The evidence submitted by the Landlord include photos of the text messages to the Tenant including a message dated December 21, 2022 stating "please let me know if you want to make a deal, or if you have abandoned your unit." As noted above, in a December 26, 2022, the Landlord states "I'm [sic] heading down to change the lock. You had changed the lock without permission. Grab the key off me next time you're here." Later that day, the Landlord sent subsequent text messages to the Tenant stating "I am considering the unit abandoned. I will hold your belongings for 30 days."
20. The Tenant entered into evidence a video dated March 2, 2023, in which the Landlord's father is seen outside the entrance door to the Tenant's rental unit measuring the door and stating "we're trying to get rid of the tenant right now, he's being a dick."
21. Based on the evidence before me, I am satisfied that the Landlord's conduct constitutes harassment and coercion intended to pressure the Tenant to vacate the rental unit. I am satisfied that this pattern of conduct started between December 2022 and continued until at least March 2, 2023. I am satisfied by the Tenant's testimony that this pressure to vacate caused the Tenant undue stress. As a result, an order will issue for an abatement equal to 50% of the rent for the four months for a total of rent abatement of \$3,000.00.

Withholding Vital Services

22. The Tenant also asserts that the Landlord has interfered with vital services by blocking the Tenant from accessing his own parking space.

23. Section 2(1) of the Act defines vital services as “hot or cold water, fuel, electricity, gas or, during the part of each year prescribed by the regulations, heat.” Parking is not a vital service as defined under the Act. However, I considered whether the alleged interference with parking constituted substantial interference or harassment with the Tenant’s reasonable enjoyment. For the reasons that follow, I find that the Tenant has not proven that the Landlord has interfered with the parking.
24. The Tenant entered into evidence a video of him walking down the driveway at the rental unit. The Tenant testified that the video shows the Landlord’s car blocking his parking spot. However, it was unclear from the video whether the Tenant’s parking spot was blocked as there was ample space on the driveway. Further, the Tenant was unable to provide any specific date or time that the Landlord had parked on the driveway blocking his spot. Further, while the Tenant testified he incurred parking tickets as a result of being forced to park on the street, there was no supporting evidence such as communications with the Landlord about the parking spot or any of the alleged parking tickets, which I would have expected the Tenant to have had and produced. Given the vagueness of the Tenant’s claim and the lack of any supporting evidence, I was not satisfied based on the evidence before me that the Tenant has proven, on a balance of probabilities, that the Landlord interfered with the Tenant by blocking his vehicle.
25. Therefore, I find that the Landlord did not withhold or interfere with the Tenant’s vital services or care services and meals in a care home, nor did the Landlord interfere or harass by interfering with the Tenant’s parking.

Remedies

Abatement of Rent

26. As I have found above that the Landlord has entered the rental unit unlawfully and has harassed and coerced the Tenant into vacating the rental unit, the Tenant is entitled to a rent abatement of \$3,500.00.

Cost to Repair or Replace Damaged, Destroyed or Disposed of Property

27. The Tenant testified that during their entries, the Landlord stole an ottoman, alarm system, central base system, keypad and security camera.
28. The Tenant further testified that during an unlawful entry, the Landlord caused damage to the Tenant’s security system, which cost the Tenant \$1,500.00 to re-install.
29. I was not satisfied that the Tenant met the burden of proof to demonstrate the items were stolen or damaged as the Tenant suggests. No supporting evidence was provided to show that the Landlord stole or damaged the Tenant’s property and there was no supporting evidence of the alleged cost to repair or replace the item. If the Tenant is claiming the items were damaged or stolen, I would have expected some supporting evidence such as a police report, invoice for the items, communications with the Landlord about the missing items or other evidence to support the claim. As these items were not provided, I was not satisfied that the Tenant has met the burden of proof to demonstrate that these items were

damaged, destroyed or disposed of as the Tenant asserts. The Tenant's request for out-of-pocket expenses of \$5,200.00 is denied.

Out-of-Pocket Expenses

30. The Tenant submits he incurred out-of-pocket expenses to stay elsewhere as a result of an N12 notice that was served on the Tenant. However, there was no T5 application before me, and I am not satisfied that the service of an N12 alone constitutes substantial interference. As a result, this portion of the Tenant's claim is denied.

Order for the Landlord to Return the Tenant's Property

31. I was not satisfied that the Landlord stole any property from the Tenant as they allege. As a result, the request for an order for the return of stolen property is denied.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$3,548.00. This amount represents:
 - \$3,500.00 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 27, 2026.
3. If the Landlord does not pay the Tenant 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

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.