



Order under Section 31 Residential Tenancies Act, 2006

Citation: Gorman v CLV Group, 2026 ONLTB 41291

Date: 2026-06-25

File Number: LTB-T-018117-24

In the matter of: 207, 1073 HOLLINGTON ST
OTTAWA ON K1Z6L4

Between: Lisa Anne Gorman Tenants
Stephen Coates

And

CLV Group Landlord

Lisa Anne Gorman ('LG') and Stephen Coates ('SC', the 'Tenants') applied for an order determining that CLV Group (the 'Landlord'):

- entered the rental unit illegally; and
- 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 May 19, 2026.

The Tenants, the Landlord's Agent, D. Cordero, and the Landlord's legal representative, D. Abraham, attended the hearing.

Determinations:

1. As explained below, the Tenant proved the Landlord entered the rental unit illegally and substantially interfered with the Tenants' reasonable enjoyment of the property by failing to adequately respond to complaints of second-hand smoke.

Illegal Entries on September 29, 2023 and February 1, 2024

2. The Landlord did not dispute the Tenants' evidence that someone who works for the Landlord tried to enter the rental unit on September 29, 2023 and on February 1, 2024 without proper notice, as required by subsection 27(1) of the *Residential Tenancies Act, 2006* (the 'Act'). The Tenant SC testified that he was present in the rental unit on both days when an employee of the Landlord inserted a key in the front door lock to enter the unit. SC prevented the door from being opened, demanded the person identify who they are, and refused the person permission to enter on both days.
3. The parties introduced consistent evidence that the Landlord intended to install weatherstripping to the rental unit door on September 29, 2023 and replace a kitchen appliance on February 1, 2024. There was also evidence that, although the parties discussed in principle the Landlord's attendance at the rental unit to perform those tasks, they did not agree on a firm date and time for those activities to take place. The Tenants therefore did not expect the Landlord's attendance on those days.
4. The Landlord's employee did not physically enter the rental unit on either September 29, 2023 or February 1, 2024. I find, however, that this is not a defence to the Tenants' application for a breach of the Landlord's obligation to give proper notice under subsection 27(1)1 of the Act to enter the rental unit. To interpret the Act differently would diminish the Act's purpose to balance the rights and responsibilities of residential landlords and tenants and be inconsistent with privacy interests in section 25 of the Act. But for SC's presence in the rental unit on both days, and his response to the sound of the rental unit door being unlocked, the Landlord's employee would surely have entered the unit in a manner that is not permitted under the Act. I note that, with respect to the privacy interest in section 25 of the Act, the Tenant LG testified that, although not at home at the time, the Landlord's actions affected her and caused her to lose her sense of security and safety at the residential complex.

Substantial Interference

5. The Tenants proved, on a balance of probabilities, that the Landlord did not adequately respond to their complaints of second-hand cigarette smoke from a neighbouring rental unit.
6. The Landlord's Agent gave evidence at the hearing. As the Landlord's property manager from June 2020 to February 2026, the Landlord's Agent has knowledge of the Tenants' complaints of second-hand smoke and of the Landlord's response to those complaints.
7. The Landlord's Agent testified that the Landlord began receiving complaints of second-hand smoke from the Tenants in 2022. The Landlord's Agent further testified that the Landlord installed weatherstripping to the rental unit's door in October 2023. The Landlord's Agent's testimony on these matters is consistent with the Tenants' evidence of their history of complaints and of the Landlord's response.
8. I note, however, that the Landlord's Agent did not explain why the Landlord did not respond until October 2023 to the Tenants' complaints of second-hand smoke to install weatherstripping, or do any other thing to address second-hand smoke entering the rental

unit. Also, the Landlord did not introduce evidence to show that it responded to the Tenants' December 12, 2023 email message advising that the weatherstripping installed in October 2023 had come off; or reliable evidence that it installed an air purifier in the hallway outside the rental unit; or that anyone came to inspect the residential complex's HVAC system before 2024. Indeed, the Landlord's Agent testified that the Landlord waited until 2024 to inspect the HVAC system in relation to the Tenant's complaints, because the Landlord wanted to see if the aforementioned weatherstripping, and asking the smoking tenant to stop smoking in their unit, would resolve the issue.

9. I find the Landlord's response to the Tenants' complaints of second-hand smoke was inadequate. The Landlord's own evidence of email messages with the Tenants reveals that the Landlord only installed weatherstripping once in response to the Tenant's complaints, and the Landlord did not replace the weatherstripping when it learned in December 2023, at the latest, that the weatherstripping had failed. In the circumstances, I find this does not satisfy the Landlord's duty to reasonably address tenants' complaints of substantial interference, as the Divisional Court described in *Hassan v. Niagara Housing Authority*, [2000] O.J. No. 5650 (Div. Ct.) and, more recently, in *North Avenue Road Corporation v. Travares*, 2015 ONSC 6986 (Div. Ct.), where the Court affirmed at paragraph 37 that its reasons in *Hassan* apply to tenant complaints about second-hand cigarette smoke.
10. At the hearing, the Tenants described general discomfort from the odour of second-hand cigarette smoke and being aware of its hazards. The Tenant LG testified that she is a former smoker who quit after giving birth. The Tenants described concern for their baby's and their own health, and feeling helpless and frustrated because of the Landlord's apparent inaction.
11. Based on the Tenants' testimony, I find that there is substance to the impact the Landlord's omission had on the Tenants' reasonable enjoyment of the rental unit and residential complex. That is, the omission to adequately respond to the Tenants' complaints of second-hand smoke substantially interfered with the Tenants' reasonable enjoyment, as set out in subsection 23 of the Act.

Remedies

12. Having proven, on a balance of probabilities, that the Landlord entered the rental unit illegally, and substantially interfered with the Tenants' reasonable enjoyment of the rental unit and residential complex, the Tenants are entitled to a remedy under subsection 31(1)(c) of the Act and as pled for in their application to the Board.
13. While I am mindful of the Tenants' testimony of how the Landlord's illegal entries and omission to respond to their complaints of second-hand cigarette smoke affected them, the Tenants agreed that the Landlord's actions and omission did not prevent them from using the rental unit and residential complex for all usual purposes. The Tenants also agreed that they did not have evidence that the Landlord's actions and omission affected their baby's or their health, including LG's mental health after the illegal entries in September 2023 and February 2024.

14. In the circumstances, I find it is appropriate to order the Landlord to pay the Tenants a five percent abatement of rent for the Landlord's omission to adequately address complaints from second-hand smoke from March 2023, or one-year before the Tenants filed their application with the Board, to October 2024, when the Tenants vacated the rental unit. This amount is consistent with other Board decisions, including LTB-T-013516-24, issued on May 28, 2025.
15. I also find it is appropriate to order the Landlord to a 50 percent abatement of the daily rent payable on September 29, 2023 and February 1, 2024 to remedy the impact the Landlord's illegal entries had on the Tenants.
16. The Tenants introduced evidence that their monthly rent was \$1,449.42 when they terminated their tenancy in 2024. The parties, including of course the Landlord, did not introduce evidence of the monthly rent in 2023. Although page 7 of the Tenants' application form suggests the rent in 2023 was \$1,484.06, this amount is not reliable because of the Tenants' assertion that their 2024 rent of \$1,449.42 represents an increase in rent starting from January 2024. I accordingly find it is reasonable to use the Tenants' last monthly rent to calculate the total rent abatement the Landlord must pay under this order, or \$1,449.42 for the second-hand smoke and \$47.67 for the illegal entries into the rental unit.
17. The Tenants requested an order requiring the Landlord to pay an administrative fine, pursuant to subsection 31(1)(d) of the Act. Following the Board's Interpretation Guideline 16 on Administrative Fines, I find the total rent abatement the Landlords must pay the Tenants - \$1,497.59 – is inadequate to deter the Landlord from omitting to respond adequately to future tenant complaints. However, I note that the Act is remedial legislation and not punitive. In the circumstances, I find it is appropriate to order the Landlord to pay an administrative fine of \$1,000.00. Together with the amount the Landlord must pay the Tenants, the administrative fine will promote future compliance with the Landlord's duty under section 23 of the Act and as the Divisional Court described in *Hassan and North Avenue Road Corporation*.
18. All the reasons for this order are contained herein, and no further reasons will be given.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$1,545.59. This amount represents \$1,497.59 for a rent abatement and \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by July 6, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by July 6, 2026, the Landlord will owe interest. This will be simple interest calculated from July 7, 2026 at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

5. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$1,000.00 by July 7, 2026.

June 25, 2026
Date Issued

Harry Cho
Vice Chair, 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.

Payment of the fine must be made to the LTB by the deadline set out above. If not paid, the outstanding amount may be sent to a collection agency and/or the party owing the money may not be permitted to file a new application until it is paid in accordance with section 196 the Act.

The fine can only be paid by money order, bank draft or certified cheque payable to the "Minister of Finance". The payment can be mailed or couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.