



Order under Section 69 Residential Tenancies Act, 2006

Citation: Figueiredo v Gomes da Costa, 2026 ONLTB 47595

Date: 2026-06-26

File Number: LTB-L-006659-26

In the matter of: FIRST FLOOR, 427 WESTMORELAND AVE N
TORONTO ON M6H3A6

Between: Domingos Figueiredo Landlord

And

Nuno Jose Gomes da Costa
Isa Barbosa Tenants

Domingos Figueiredo (the 'Landlord') applied for an order to terminate the tenancy and evict Nuno Jose Gomes da Costa and Isa Barbosa (the 'Tenants') because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on May 6, 2026.

The Landlord's legal representative Kevin Kok, the Landlord, the Landlord's agent Mark Figueiredo, and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy however, in the circumstances a conditional order is appropriate.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N5 Notice of Termination- Substantial Interference

3. On July 7, 2025, the Landlord gave the Tenants a first, voidable N5 notice of termination with a termination date of August 4, 2025. Therefore, the Landlord was allowed to give the Tenants a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).

4. On January 2, 2026, the Landlord gave the Tenants a second N5 notice of termination with a termination date of February 6, 2026. The notice of termination contains the following allegations:
 - December 17, 2025: The Landlord requested the Tenant remove an inflatable hot tub because it was causing electrical issues;
 - December 20, 2025: the Tenant refused entry to the rental unit by the Landlord and a contractor;
 - December 20, 2025: the Tenant placed their garbage on top of other tenant's garbage bins despite the Landlord obtaining and designating garbage receptacles for the Tenant;
 - December 29, 2025: the Tenant made frivolous complaints to the City about electrical issues and garbage bins.

Landlord's Evidence-

5. The Landlord's agent Mark Figueiredo (MF) testified that he is the Landlord's son, and he began assisting his father with property management tasks, eventually taking over management of the property in 2025.

Hot Tub

6. MF gave evidence that on June 26, 2025, he sent a letter to the Tenants because of disagreements between Isa Barbosa and the other tenants of the property about exclusive use of the backyard. At that time, the Landlord asked the Tenants to remove the inflatable hot tub citing significant risks including,
 - "Property damage (e.g., water leakage, electrical hazards, fire hazards, structural stress, damage to landscaping)
 - Insurance liability for both the landlord and other residents"
7. MF testified that in December 2025, the Tenants called to report that circuit breakers were humming and making noise. MF's evidence is that he scheduled an electrician (R & K Power Electric) who determined it was the Tenants' inflatable hot tub causing power to be drawn and, "practically frying the circuit breakers".
8. MF submitted photographs taken as part of the electrician's report showing the amperage or power required to operate the inflatable hot tub testifying that the breaker outside was sufficient to power the hot tub.
9. MF further testified that the hot tub requires its' own dedicated breaker explaining that the hot tub uses 12 amps and each breaker is only 15 amps. MF submitted a photograph showing that the actual load on the electrical system was 17.98 amps.
10. MF gave evidence that he was not present when the electrician inspected the issue on the first occasion and was informed that two breakers required replacement.

11. MF submitted a copy of the electrician's invoice dated December 30, 2025, containing the following notes:

"Service call – December 16, 2025. Troubleshooting: overloaded circuit. Checked all the connections in the electrical panel and all load ratings for all the breakers."

12. MK submitted a second invoice also dated December 30, 2025, with the following notes:

"Service call- December 18, 2025 Changed one breaker for kitchen countertop – main floor. Changed on breaker (15Amp) in the panel feeding outside receptacle, garage and part of the house.

Checked power for receptacle in the apartment on the 2nd floor. The issue was caused by multiple tripping of breakers caused by overload by the hot tub..."
[Emphasis added]

Denial of Entry

13. MK testified that after the breakers were changed the Tenants mentioned to him that the breakers were still tripping. MK delivered a notice of entry to the Tenants on Sunday December 21, 2025, and provided a second copy by e-mail. The notice of entry advises that the Landlord will be entering to inspect and assess the electrical issue on December 23, 2025, between 9:30 a.m. and 12:30 p.m.
14. MK's evidence is that he and the electrician arrived at the scheduled time and the Tenants' daughter directed MK and the electrician to the basement door. MK testified that as he began to enter the rental unit, the Tenant Isa Barbosa and her husband gave MK a "letter or waiver" with entry being made conditional by the Tenants.
15. MK elaborated on his testimony explaining that Isa Barbosa and her husband were standing in the doorway with no room to pass.
16. MK submitted a copy of the Tenants' form titled "CONDITIONAL ACCESS- ELECTRICAL REPAIR" which lists the following conditions:
- Entry is limited exclusively to electrical repair work.
 - No inspection of personal property, appliance, furniture, or non-electrical areas is authorized.
 - No photographs or recordings are permitted, except of the electrical panel only, if strictly required for the repair.
 - Only the licensed electrician performing the repair is authorized to enter the unit.
 - No additional persons, property managers, or representatives without valid legal authority (Power of Attorney or equivalent) are authorized to enter.
 - All conduct must remain professional, respectful, and confined to the repair activity.
 - This access does not constitute consent to fault attribution, allegations, inspections, or waiver of any tenant rights.

17. MK submitted a copy of a letter from Rafal Oleksiak from R & K Electric dated December 23, 2025. The letter recounts much of MK's testimony about the December 16, 2025, service call and confirms that the issue was being caused by the hot tub overloading the circuit.
18. The letter from Rafal Oleksiak also recounts the attempt to enter the rental unit on December 23, 2025, stating,

"On December 23, 2025, I went to the house to address the issue, however, the tenant demanded signing a waiver to access the apartment. I refused to sign the waiver and thus was declined entry at that time..."

Garbage Bins/City Complaint

19. MK testified that the Tenants had previously made inquiries about the garbage bin situation at the rental unit. MK's evidence is that the Tenants did not want to share responsibility with the other tenants for taking out the garbage bins so the Landlord ordered garbage bins for each tenant in the rental unit.
20. Around the time the Landlord requested new garbage bins from the City, the Tenants disputed that the Landlord had made the request for new garbage bins and called the City making allegations that the Landlord had not requested new bins, and requesting service numbers for the bins from the City.
21. On December 18, 2025, the Landlord received an e-mail from the second-floor tenant complaining that the Tenants were still "loading up" the second-floor tenant's garbage bins and not their own.
22. MK's evidence is that the second-floor tenant asked if they could lock their garbage bins to solve the issues and the Landlord agreed since each tenant had been provided their own bins. MK testified that when the second-floor tenant began locking their bins, and despite having their own garbage bins, the Tenants began piling their garbage on top of the second-floor tenant's locked bins.
23. The Landlord's witness Carlos Da Silva (CDS) corroborated much of MK's testimony in relation to the garbage bins and testified that the Tenants only stopped putting garbage on top of his bins after the City became involved some time in 2026.

Tenant's Evidence-

Hot Tub

24. The Tenant Isa Barbosa testified for the Tenants and is referred to below singularly as, "the Tenant". The Tenant gave evidence that she has lived in the rental unit since 2016 and has had the hot since 2024.
25. The Tenant's evidence is that her Landlord Domingos Figueiredo has seen the hot tub and did not raise any objections therefore, the hot tub became an implied term of the tenancy agreement. The Tenant acknowledged that she never asked permission from the Landlord to use the hot tub.

26. The Tenant further testified that the hot tub is covered but still has water inside despite her turning off the power to the hot tub. The Tenant asserted that MK could not prove the hot tub was still powered and since the power continues to go out twice per week, the Tenant's position is the hot tub cannot be the cause of the electrical problems.

Denial of Entry

27. The Tenant also testified that she did not deny entry to the Landlord on December 23, 2025. The Tenant's evidence is that MK took the Tenant's letter from the electrician and told him not to sign it. At that point MK and the electrician decided to leave.
28. The Tenant gave evidence that she wanted to know who was coming into the rental unit to protect her family. The Tenant testified that they wanted to know the name of the contractor and their license number because the Landlord has sent unlicensed contractors to the rental unit previously.
29. On cross examination the Tenant agreed that the "waiver" presented to MK and the electrician was a condition of entry and their signatures were required before the Tenant would permit entry to the rental unit.

Garbage Bins/City Complaints

30. The Tenant testified that she had been requesting a reference number because the Landlord advised that they were replacing the garbage bins.
31. The Tenant also testified that on December 13, 2025, she called the City and it was confirmed to her that the Landlord had not requested new garbage bins. The Tenant's evidence is that when the new garbage bins were delivered to the residential complex she was told by the City not to use them because they were not the bins assigned to the property and "were under investigation".
32. The Tenant gave evidence that she was without garbage bins for three weeks however, the Tenant's testimony about garbage pick-up and an interaction with the upstairs neighbour was unclear. The Tenant testified that she eventually received permission from the City to use the bins that were delivered.
33. The Tenant testified candidly that she, "makes a lot of complaints to the City".

Analysis

Hot Tub

34. The Landlord denies providing consent for the Tenants to have a hot tub and asserts that the Tenants' hot tub causes electrical issues in the residential complex.
35. The Tenants' position is that the Landlord's comments and essentially their complacency about the hot tub equates to "tacit" consent.

36. I do not accept the Tenants' assertion that the Landlord's inaction amounts to permission or consent. While the Landlord may not have initially raised an issue with the hot tub, that is because there was no issue at that time.
37. The Landlord submitted copies of the electrician's invoices with service notes, photographs, and a report from the electrician recounting the work performed, and their experience with the Tenants.
38. The Landlord's evidence clearly shows that there were electrical issues in December 2025, and the Tenants' hot tub was identified by the electrician as the direct cause. Further, the Landlord submitted a letter that predates the electrical issues requesting the removal of the hot tub in anticipation of the issues alleged in the N5 notice.
39. While the Tenants submit that the hot tub has been turned off, the Tenants' testimony leaves me unconvinced that it will not continue to be used if permitted to remain on the property.
40. As set out in the electrician's letter of December 23, 2025, the hot tub does not conform to the requirements of the Electrical Safety Code ("ESA") by having a dedicated line connected on a separate GFCI circuit. The Tenants' testimony that electrical issues persist is not sufficient to contradict the electrician's report or to dispute their findings and accordingly, I am satisfied that the Tenants' use of the hot tub caused electrical issues in the residential complex.
41. The Tenants' installation and use of the hot tub substantially interferes with the Landlord's lawful rights and interests.

Denial of Entry

42. The Tenants denied entry to the Landlord and their electrician on December 23, 2025.
43. A Landlord's entitlement to enter a rental unit is set out in section 27 of the Act:

27 (1) A landlord may enter a rental unit in accordance with written notice given to the tenant at least 24 hours before the time of entry under the following circumstances:

1. To carry out a repair or replacement or do work in the rental unit.
2. To allow a potential mortgagee or insurer of the residential complex to view the rental unit.
3. To allow a person who holds a certificate of authorization within the meaning of the *Professional Engineers Act* or a certificate of practice within the meaning of the *Architects Act* or another qualified person to make a physical inspection of the rental unit to satisfy a requirement imposed under subsection 9 (4) of the *Condominium Act, 1998*.
4. To carry out an inspection of the rental unit, if,
 - i. the inspection is for the purpose of determining whether or not the rental unit is in a good state of repair and fit for habitation and complies with health, safety, housing and maintenance standards, consistent with the landlord's obligations under subsection 20 (1) or section 161, and

ii. it is reasonable to carry out the inspection.

5. For any other reasonable reason for entry specified in the tenancy agreement.

44. The Act also defines who is considered a Landlord:

“landlord” includes,

(a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit,

(b) the heirs, assigns, personal representatives and successors in title of a person referred to in clause (a)

45. Based on the evidence before me, MF is a personal representative of the owner and therefore, meets the definition of a landlord pursuant to the Act. Accordingly, when MF attended the rental unit on December 23, 2025, and the Tenants would only permit entry by the electrician, the Tenants denied entry to the Landlord.

46. Further, the evidence shows that the Tenants denied entry to both MF and the electrician. Section 27 of the Act permits a Landlord to enter a rental unit with notice “to carry out a repair or replacement or do work in the rental unit”. The conditions imposed by the Tenants on the Landlord and the electrician were arbitrary and unreasonable amounting to denial of entry.

47. While some decisions of the Courts and Tribunals have held that reasonable limitations on entry by a landlord may be permitted in certain circumstances to ensure compliance with the *Ontario Human Rights Code*, this is not a situation that engages those considerations.

48. Therefore, I find that the Tenants denied entry to the Landlord and the electrician on December 23, 2025.

Garbage Bins/City Complaint

49. The issue alleged in relation to the garbage bins has resolved. Neither MF nor CDS testified that the issue in relation to garbage receptacles was ongoing, nor did the testimony suggest the issue was more than a passing inconvenience or frustration.

50. In these circumstances, I do not find that the Tenant’s improper use of the garbage receptacles and unnecessary follow-up with the City rises to a level of interference that is “substantial”, as contemplated by the Act.

51. Despite the Tenant’s testimony that she makes a lot of complaints to the City, the allegation contained in the N5 notice relates to one specific complaint pertaining to the garbage bins and does not demonstrate an ongoing pattern of baseless complaints that would rise to a level of “substantial interference”.

52. Further, there was no evidence that the Tenant's temporary misuse of the garbage receptacles caused or contributed to a pest issue at the residential complex that could be indicative of a substantial interference.
53. Accordingly, based on the evidence before me, I am not satisfied that the issue with the garbage bins, or the resulting complaint to the City is a substantial interference with another tenant, or the Landlord.

Relief from Eviction

54. The Landlord's representative requested termination of the tenancy and eviction submitting that a brief delay of eviction would give consideration to the Tenant's circumstances. In the alternative the Landlord requested a conditional order.
55. The Tenant testified that she has lived in the rental unit since 2016 and resides there with her daughter, husband and dog. The Tenant's evidence is that she and her husband both work close to the rental unit and do not want to move out.
56. The Tenant further testified that she has not had issues with her Landlord but attributes the current problems to personality conflicts with the Landlord's son who assumed management duties at the residential complex.
57. The issues proven by the Landlord relate to the hot tub and denial of entry. While there may be ancillary issues between the parties in this tenancy, the issues that have been proven do not rise to a level that would require termination of the tenancy.
58. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
59. Accordingly, I find a conditional order is appropriate. The Tenant shall remove the hot tub within 30 days of the date of this order and shall not use or install a hot tub for the duration of the tenancy without obtaining the Landlord's prior written consent. Further, the Tenant shall not unreasonably or arbitrarily deny lawful requests for entry to the rental unit.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below:
 - a. The Tenants shall drain, deflate, and remove the hot tub on or before July 19, 2026, and the Tenants shall not use or install a hot tub for the duration of the tenancy without obtaining the Landlord's prior written consent.
 - b. For the duration of the tenancy, the Tenants shall not unreasonably or arbitrarily deny lawful requests for entry to the rental unit.

2. If the Tenants fail to comply with the conditions set out in paragraph 1 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenants. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenants.
3. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenants do not pay the Landlord the full amount owing on or before June 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

June 26, 2026
Date Issued

Kyle McGraw
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.