



**Order under Section 31
Residential Tenancies Act, 2006**

Citation: Harris v 183 Dowling Inc., 2023 ONLTB 54856

Date: 2023-08-10

File Number: LTB-T-064765-22

In the matter of: 1, 183 Dowling Avenue
Toronto Ontario M6K3B2

Tenant

Between: Owain Harris

And

Landlord

183 Dowling Inc.

Owain Harris (the 'Tenant') applied for an order determining that 183 Dowling Inc. (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 July 27, 2023. The Tenant and the Landlord's representative Roman Komarov, attended the hearing.

Determinations:

1. The Tenant claims that the Landlord's workers entered the unit and started performing repairs without proper notice. The Tenant became aware of the entries by reviewing security footage. As a result of these entries, the Tenant claims that these entries substantially interfered with his reasonable enjoyment of the unit.
2. The Landlord's representative agrees there were three entries in June 2021 where notice was not provided.
3. The Landlord points to emails from the Tenant informing the Landlord that due to business opportunities the Tenant would be out of the rental unit by April 1, 2021.
4. The Tenant notes an email he sent on June 7, 2021 to the Landlord stating that he did not grant permission to the Landlord to do repairs in the unit. Another email shows that one worker was in the unit when the Tenant arrived.
5. The Tenant had a one-year lease ending on June 30, 2021. The Tenant was informed that he was obligated to pay rent until the end of the term. The Tenant did move his belongings out of the unit and moved into another unit due to the business opportunity sometime before June 2021. Despite moving, the Tenant did continue to pay the rent he

was responsible for to the Landlord. He was also informed that the Landlord would accept a qualified tenant to take over the unit if the Tenant found one.

6. The Tenant testified that he did not have anyone interested in taking the unit.
7. The work that was being done in the unit was in the kitchen. A hole was cut into the floor to do repairs and the stove was moved out of the kitchen.
8. The Tenant testified that he continued to use the unit for a project he was working on and that he kept an inflatable mattress in case he wanted to stay in the unit.
9. It is clear the Landlord's contractors entered the unit on three occasions without proper notice. The question before me is whether the entries and work being done in the rental unit substantially interfered with the Tenant's reasonable enjoyment.
10. Considering the fact the Tenant had moved out of the unit and was living elsewhere, that the Tenant only became aware of the entries by reviewing security footage, that the Tenant only encountered a worker on one occasion, that the unit was being used for work on a project and the work being done was the Landlord was in the kitchen, I cannot find that these three entries and the work being done in the unit caused substantial interference. The *Residential Tenancies Act* requires that any interference with reasonable enjoyment be substantial when considering a monetary remedy that is awarded to a tenant. I find the Tenant has not established that the Landlord has substantially interfered with his reasonable enjoyment.
11. Had the Tenant requested the Board to consider a fine as a remedy for breaching the requirement of 24 hours written notice to enter the unit, this may have been considered. However, there is no such request in the application.

It is ordered that:

1. The Tenant's application is dismissed.

August 10, 2023

Date Issued

Greg Joy

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.

