



Order under Section 31 Residential Tenancies Act, 2006

Citation: Lettman v Tho, 2026 ONLTB 624

Date: 2026-01-09

File Number: LTB-T-097700-25

In the matter of: 1, 785 LAKESHORE RD E
MISSISSAUGA ON L5E1C8

Between: Clifford Lettman Tenant

And

Phan Tho Landlord

Clifford Lettman (the 'Tenant') applied for an order determining that Phan Tho (the 'Landlord') altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.

This application was heard by videoconference on December 17, 2025.

The Landlord, the Landlord's representative Dan Luu, and the Tenant attended the hearing.

Determinations:

1. The Tenant testified that he regained access to the rental unit on November 22, 2025. As such, his request to be restored to possession is now moot and I will only consider his request for compensation for the alleged illegal lockout.
2. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
3. The Tenant testified that on November 12, 2025, he came home to find his key for the rental unit door not to be working and that he was out of possession of the rental unit from November 12, 2025, to November 22, 2025. The Landlord denies locking the Tenant out of the rental unit. The Landlord submits that the Tenant retained possession of the rental unit throughout the period he claims to be locked out.
4. On the basis of the video evidence provided I am not satisfied that the Tenant was locked out of the rental unit. Surveillance video from the hallway of the rental complex on November 16, 2025, shows the rental unit door open and the Tenant passing through the door (DOC-6867430). While I have considered that the video does not have the best angle because the rental unit door is in the top left of the frame and the entire rental unit door is

not shown, when I compare the video to a video taken on November 18, 2025, from the same camera, you can see a clear difference in the rental unit door position.

November 16, 2025
Door Open

November 18, 2025
Door Closed

5. I have also considered whether the rental unit door is perhaps further back than the area shown in the November 16, 2025, video, but you can clearly see the door handle and lock in the November 18, 2025 video. If the door was closed in the November 16, 2025, video I would expect to see the same door handle and lock you can see in the November 16, 2025 video.
6. A video provided by the Tenant (DOC-6825614) shows that his rental unit door is directly behind the black doormat you can see in the November 16, 2025, video image above. That you can see through the area behind the doormat in the November 16, 2025, also supports that the door is open.

7. I did not find the Tenant's explanation for why it looks like his door is open in the November 16, 2025, video to be compelling. The Tenant testified that his bags were outside the unit, he stays in the frame, that his door is past the wall, there is a storage area, what the image is actually showing is the hinge of the door and the framing of the door. The November 16, 2025 video shows the Tenant disappearing from the frame, for the reasons already provided I find that the rental unit door is directly behind the black doormat, and a comparison of the videos taken on November 16 and 18 supports that the door is open in the November 16 video.
8. There was no evidence led at the hearing to support that the Landlord has manipulated the videos in any way or that the videos are not authentic.
9. The Landlord testified that after receiving the Board's interim order LTB-T-097700-25-IN issued on November 21, 2025, she put a new lock on the rental unit door and gave the Tenant the key. The Tenant testified that he regained possession of the rental unit after that. I find it strange that if the Landlord never locked the Tenant out that she would replace the locks and give the Tenant a new key. However, I ultimately find the video evidence to be determinative and I accept the Landlord's explanation for why she changed the locks on November 21, 2025. The Landlord testified that she did this because her paralegal told her she needed to do it after the Board's interim order was issued.
10. While the Tenant claims he filed a police report and called Peel Housing, and that those actions support that he was locked out, I ultimately find the video evidence to be the best evidence. Additionally, when I consider all the evidence presented by the Tenant with the Landlord's testimony that she never locked the Tenant out, I'm not satisfied that the Tenant met their burden of proof to prove the claim on a balance of probabilities.
11. It is possible that the Tenant might be confused about when he was locked out. His application says it happened on November 17, 2025. If that's true it would explain why his door is open on November 16, 2025. However, at the hearing the Tenant repeatedly testified that he was locked out on November 12, 2025. If the Tenant was confused, then I find his testimony to be unreliable. The Tenant's confusion would also not resolve the issue that the Landlord denies ever locking him out. Even if the rental unit door being open on November 16, 2025 can be explained by the Tenant's confusion about the dates that events happen, I still find that the Tenant did not prove his claim on a balance of probabilities.

It is ordered that:

1. The Tenant's application is dismissed.

January 9, 2026
Date Issued

Amanda Kovats
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