



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Krzywicki v Olumese, 2026 ONLTB 1159

Date: 2026-01-08

File Number: LTB-T-046307-22-RV

In the matter of: Basement, 28 Daylight Street
Brampton Ontario L7A4N9

Between: Maria Krzywicki Tenants
Andrzej Zak

And

Christopher Olumese Landlord

Review Order

Maria Krzywicki and Andrzej Zak (the 'Tenants') applied for an order determining that Christopher Olumese (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.
- 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.

The Tenants also applied for an order determining that the Landlord failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards

This application was resolved by order LTB-T-046307-22 issued on June 26, 2025.

On July 22, 2025, the Tenant requested a review of the order.

On July 23, 2025, interim order LTB-T-046307-22-RV-IN was issued, sending the request to a hearing.

On August 20, 2025, interim order LTB-T-046307-22-RV-IN2 was issued, granting the Tenant's request to review, and sending the application to be heard *de novo*.

This application was heard by videoconference on September 4, 2025.

Only the Tenant and the Tenant's legal representative, A. Abadeen, attended the hearing. I was satisfied that the Landlord had received the Notice of Hearing and there was no request to adjourn before me. Based on this, I proceeded to hear the review at 2:25 p.m.

Determinations:

1. I find that the Landlord was aware of this application. The Landlord attended one of the hearings, held on May 30, 2024, for which the notice of hearing had been sent to the same email address and postal address as the notice of hearing for this hearing.
2. I proceeded to hear the application as a T2 application because the only allegations in the T6 application were not really about maintenance, but rather about the lack of heating and appliances. I found that the allegations were primarily about substantial interference with the Tenants' reasonable enjoyment of their rental unit, harassment, threats, the failure to provide amenities, such as a fridge, and the failure to provide vital services like heat.
3. The rental unit is the two bedroom basement unit in a house, for \$1,400.00 per month. The Tenants paid first and last month rent prior to moving in, and the Tenant, M. Krzywicki (MK) was due to move into the rental unit on January 13, 2021. She submitted into evidence the advertisement for the unit, which included a separate entrance through the garage, one parking spot, appliances including washer and dryer. The Tenant also had a text from the Landlord, in which he told her that light and water and internet were included in the \$1,400.00 per month rent.
4. The Tenant said that it was particularly important for her to have a seamless move into the rental unit because she was arriving from Poland and she had to go immediately to the unit for a 2 week quarantine period. She said that the arrangement was to meet him at the unit as soon as she arrived from the airport so that he could give her the keys. She said that upon her arrival at the airport, the Landlord did not answer his phone, and she waited at the airport with her luggage until 2 a.m. MK said that she had to plead with a friend of hers to stay at their home because the friend was afraid of the repercussions due to the Covid lockdown that month.
5. MK said that she managed to get in touch with the Landlord's girlfriend the following day, but she did not get the keys until around 6 or 7 p.m.
6. Upon entering the unit, MK said that she discovered that the unit, which was supposed to be a furnished two bedroom unit, only had one bed and no heat. She said that both bedrooms were freezing and it was -29 degrees centigrade outside. She said that there was no fridge.
7. MK said that when she tried to contact the Landlord he continuously responded that she should not bother him on holiday, and she should contact his girlfriend.
8. MK said that the Landlord's girlfriend brought them two space heaters two days later, and one broke immediately. She said that the plug in one of the bedrooms did not work, in any case. She said that the Tenants were obliged to move the one heater, alternating between rooms. In the bedroom without a working plug, she said they put the heater in the hallway, facing into the bedroom. The Tenant submitted into evidence a City of Brampton notice of violation, dated January 28, 2021, in which the City ordered the Landlord to ensure that

each rental unit had a heating system capable of maintaining 20 degrees Celsius. It also ordered the Landlord to provide a heating source, other than a portable/auxiliary heater in the basement unit.

9. MK said that the Landlord told her to buy her own fridge.
10. MK said that she immediately started looking for an alternative place to live, but there were almost no listings that winter, and it was difficult for her, a pensioner with no working history, to find a place that was willing to accept her.
11. MK said that after the City of Brampton notice of violation was sent to the Landlord, the Landlord's girlfriend told her to move out. She said that she was told to be gone by February 1, 2021, or the Landlord "will kill" her. She said that they called her "day and night" to threaten her.
12. MK said that she was so paralyzed and depressed, and she was unable to find an alternative place to stay, so she was outside smoking on February 1, 2021, when the Landlord approached her. She said that he lived upstairs and he had just returned from holiday. MK said that he came out of the house waving a hammer at her and threatening to kill her. She said that he then locked her out of the house in her pajamas. MK said that she called the police but they were not very helpful and they told her she should leave.
13. MK's account of what happened next was confusing, but she said she had decided to leave because she was afraid to stay there, and the Landlord had promised to take her to a hotel where they would pay for a three day stay. After arguing with the Landlord and his girlfriend, she managed to get \$2,800.00 of her deposits back and \$300.00 for the hotel stay.
14. MK said that, after staying in the hotel for four days, she managed to find a room in a house with four others, all men, for around \$700.00 per month.
15. MK said that she cannot even think about the ordeal of January 2021, and she had nightmares for two months afterwards. She said that her arthritis and her depression worsened, and she was on heavy anti-depressants.
16. MK requests \$30,000.00 general damages, as well as \$250.00 she paid for hydro in January 2021. She also seeks \$80.00 for groceries that spoiled because she had no fridge.

Reasons and Analysis:

17. Subsection 29(1)2 of the Act permits a Tenant to apply for an order determining that the Landlord has withheld the reasonable supply of any vital service that it is the Landlord's obligation to supply under the tenancy agreement, and subsection 29(1)3 permits a Tenant to apply for an order determining that the Landlord has substantially interfered with the reasonable enjoyment of the rental unit by the Tenant, and subsection 29(1)4 permits a Tenant to apply for an order determining that the Landlord has harassed, obstructed, threatened or interfered with the Tenant during their occupancy of the rental unit.

18. I find, on the basis of the Tenant's uncontested testimony, that the Landlord withheld the reasonable supply of heat throughout the time of the Tenant's residency in the rental unit in the month of January 2021. The Tenant said that there was no heat, and she said that there was only one working space heater supplied by the Landlord. One of the bedrooms did not even have a working plug in which to plug the one heater.
19. The Landlord did not provide the keys to the Tenant as agreed, upon her arrival to Canada, when it was freezing and she was obliged to go into quarantine. She did not obtain the keys to the unit until a day after her arrival when she had nowhere else to go, and after she had to impose upon her friend to breach the Covid quarantine rules.
20. The Tenant was obliged to get the City of Brampton involved in the Landlord's failure to provide heat, and after she did, the Landlord threatened her and came at her menacingly with an apparent weapon in his hand. The Landlord then kicked the Tenants out of the rental unit, threatening them to leave, and effectively locking them out by February 1, 2021.
21. On the basis of the circumstances discussed above in paragraphs #19 and #20, I find that the Landlord substantially interfered with the Tenants' reasonable enjoyment of the rental unit, and he also threatened and harassed the Tenants.
22. While the Tenant has been reimbursed all the rent she paid to the Landlord, she is still \$250.00 out of pocket for hydro that she did not receive, and \$80.00 for groceries that spoiled because the Landlord failed to provide a working fridge. Consequently, I find that the Landlord will be ordered to reimburse the Tenant \$330.00 for property that was damaged or destroyed because of the Landlord's actions, as well as out-of-pocket expenses because of the Landlord's actions.
23. Finally, it is before me to consider the Tenant's request for general compensation of \$30,000.00.
24. General compensation is awarded for things like mental distress, stress, and suffering that result from the actions of the Landlord. It is, unlike the other types of remedies, not compensatory, and it is, therefore, more difficult to quantify this type of award. Awards of general compensation for a lock-out are varying in nature, ranging from \$2,500.00 to anything up to a year of rent for bad faith evictions. The quantum awarded is meant to take account of how the lock-out psychologically affects the Tenant, what undue or extreme stress they may have suffered as a result of the Landlord's actions.
25. The case of HOT-02167-17 (Re), 2019 Canlii 86881 (ON LTB) is often cited for the principle that a "baseline" quantum for an illegal lock-out is \$2,500.00, and it can be more or less, depending upon the severity of the impact of the lock-out on the Tenant. He arrives at the figure of \$2,500.00 for a "normal" lock-out, stating that it takes into account the "inherent indignity of having one's home taken away; the time, effort, frustration, and stress of having to arrange food and accommodation while also seeking legal assistance, and the inconvenience and displacement of being without a home." That case is from 2019, so I find that the quantum for a "normal" lock-out would increase with inflation to at least \$4,000.00.

26. In this case, the Tenants were physically threatened, effectively locked out of their unit in the middle of winter, in the freezing cold, and in the middle of the pandemic when it was almost impossible for someone like MK, a pensioner with a very limited budget and no working history, to find a place to live. Although MK had no medical documentation to support her claim for general compensation, I find that her testimony that the experience with the Landlord exacerbated her depression and caused her nightmares is highly credible. Consequently, I find that MK is entitled to \$8,000.00 general compensation as a result of the Landlord's threatening behaviour, the mental anguish of suffering with no heating in the middle of the freezing winter, the Landlord's retaliatory eviction for the Tenants insistence on heating, and the pain and anxiety of having to find somewhere else to live within a few days in the middle of the Covid pandemic.

It is ordered that:

1. The orders LTB-T-046307-22 issued on June 26, 2025, and interim orders LTB-T-046307-22-RV-IN issued on July 23, 2025, and LTB-T-046307-22-RV-IN2 issued on August 20, 2025, are all cancelled. They are replaced by the following order.
2. The Landlord shall pay the Tenant \$8,383.00 which includes the following amounts:
 - (a) \$330.00 for damages to the Tenant's property, as well as out-of-pocket expense as a result of the Landlord's actions,
 - (b) \$8,000.00 general compensation,
 - (c) \$53.00 cost of filing the Tenant's application.
3. If the Landlord does not pay the Tenant the full amount owing on or before January 19, 2026, the Landlord will start to owe interest. This will be simple interest calculated from January 20, 2026, at 4.00% annually on the balance outstanding.

January 8, 2026
Date Issued

Nancy Morris
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.