



Order under Section 31 Residential Tenancies Act, 2006

Citation: CARVALHO v ZHANG, 2026 ONLTB 1460

Date: 2026-01-08

File Number: LTB-T-093348-25

In the matter of: BASEMENT UNIT, 1505 BRIDLETOWNE
CIR
SCARBOUGH ON M1W3V6

Between: MARIAN CARVALHO Tenant

And

MING XI'AN ZHANG Landlords
ALEX ZHANG

MARIAN CARVALHO (the 'Tenant') applied for an order determining that MING XI'AN ZHANG ('MZ') and ALEX ZHANG ('AZ', the 'Landlords'):

- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys;
- 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; and
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on December 16, 2025.

The Tenant, the Tenant's legal representative, K. Covey, the Tenant's Witness, Cst. J. Garcia, and the Landlord AZ attended and participated in the hearing.

Determinations:

1. I am satisfied AZ is properly named as a respondent Landlord to this application. AZ testified that he manages the property and tenancy for his parents, who include the landlord MZ.
2. The Tenant proved, on a balance of probabilities, the Landlord AZ illegally locked the Tenant out of the residential complex

3. At the hearing, the Landlord AZ agreed that, on November 3, 2025, he deactivated an electronic keypad on a door that gave the Tenant entry to the residential complex. AZ's act prevented the Tenant from entering the residential complex.
4. AZ explained that he deactivated the locking mechanism because he believes trespassers gained access to the rental unit on or about October 30, 2025, and AZ wanted to protect his parents who reside at the property. AZ testified he believes the Tenant vacated the rental unit on or about October 30, 2025, in accordance with Board order LTB-014906-25, issued on September 17, 2025. That order terminated the tenancy and ordered the Tenant to vacate the rental unit by October 30, 2025 because the Landlords in good faith require possession of the rental unit for their own residential use.
5. At the hearing, the Tenant described being surprised on November 3, 2025 to discover that she was unable to use the keypad to enter the residential complex. The Landlords were at the property and, despite the Tenant's protestations, refused to permit the Tenant to enter. The Toronto Police Service was called and Cst. J. Garcia attended. The Tenant and Cst. Garcia gave sworn testimony that AZ did not permit the Tenant to enter the residential complex. Instead, Cst. Garcia was permitted to enter the rental unit to retrieve some of the Tenant's personal items, including medicine and cash. Cst. Garcia testified that, although he was able to locate medical supplies, he did not locate money in the areas of the rental unit where the Tenant instructed the officer to search.
6. Both Cst. Garcia and the Tenant gave consistent testimony that the rental unit contained a large amount of the Tenant's personal property. I accept the Tenant's and Cst. Garcia's description that the rental unit remained full of the Tenant's belongings. A person the Tenant knows removed some items of furniture from the rental unit on October 30, 2025. AZ agreed that he did not inquire who the person was, but instead assumed they were a trespasser.
7. The Tenant entered documentary evidence of email messages to the Landlords dated November 3, 2025. The messages, from the Tenant and the Tenant's legal representative, advise that the Tenant remains in possession of the rental unit and assert the Tenant's right to occupy the rental unit. The Tenant's legal representative's message, sent at 9:49PM, advises that only the Court Enforcement Office may enforce the September 17, 2025 Board order (see subsection 141(1), *Courts of Justice Act*). A November 4, 2025 letter to the Landlords from the Tenant's legal representative demands the Landlords immediately return access to the residential complex to the Tenant.
8. AZ did not dispute the contents of the email messages the Tenant entered as exhibits, and AZ agreed that the Landlords did not permit the Tenant to re-occupy the rental unit. AZ also agreed with the Tenant's evidence that the Tenant and Tenant's legal representative were allowed to recover the Tenant's remaining property on December 13, 2025.
9. Based on the evidence, I find that, even if AZ believed that the Tenant vacated the rental unit before November 3, 2025, the Tenant's and the Tenant's legal representative's actions and email messages on November 3, 2025 should have dispelled that belief and caused the Landlords to give the Tenant access to the electronic keypad and residential complex. I am not satisfied that a legal authority, such as the Court Enforcement Office or the Toronto Police Service, approved of or instructed the Landlords to refuse the Tenant entry into the residential complex.

10. AZ's assertion that the Court Enforcement Office later advised that what AZ had done was appropriate, and that it was not necessary to allow the Tenant to re-enter the rental property, is not credible. Without an independent witness to support AZ's claim, I am not satisfied that the Court Enforcement Office approved of AZ's blatant disregard for the law by personally enforcing a civil order in contravention of the *Courts of Justice Act*.
11. I am also not satisfied that another Toronto Police Services officer instructed AZ to refuse the Tenant entry into the residential complex on November 3, 2025. Again, AZ did not call the officer who gave the alleged instruction as a witness, and Cst. Garcia was unable to identify the officer from AZ's vague description of the alleged officer's approximate age. AZ's description of the instruction and the circumstances under which it was allegedly given was also vague and lacked probative value.
12. The Landlords' failure to return possession of the rental unit and access to the residential complex to the Tenant resulted in an illegal lockout, a substantial interference with the Tenant's reasonable enjoyment of the property, harassment, obstruction and interference, all of which are prohibited under the *Residential Tenancies Act, 2006* (the 'Act'). Although the electronic keypad does not require a key, as mentioned in section 24 of the Act, canceling the Tenant's access to the keypad resulted in the Tenant being locked out of the residential complex without reasonable means to enter and occupy the rental unit.

Remedies

13. AZ agreed that the Landlords received the Tenants' proposed amendments to the application on December 10, 2025. The amendments clarify the remedies the Tenant seeks without materially changing the Tenant's description of the conduct giving rise to the application. In the circumstances, I found it was appropriate to grant the Tenant's request to amend the application, pursuant to section 200 of the Act and Rule 15.
14. Having proved the Landlords did not comply with sections 22, 23 and 24 of the Act, I find the Tenant is entitled to remedies described in section 31 of the Act and pled for in the amended application. I note, for example, the Tenant did not request an order requiring the Landlords to pay the difference in rent the Tenant has paid since the November 3, 2025 lockout. The Landlords were not reasonably aware of this request, and I accordingly did not consider the remedy.
15. The Tenant did, however, request an order for a rent abatement, general damages, reasonable out-of-pocket moving, storage and other costs, and an order requiring the Landlord to pay an administrative fine. The Tenant also sought compensation for personal property the Tenant discovered was allegedly missing after the Tenant and the Tenant's legal representative collected the Tenant's items on December 13, 2023, and an order stopping the Landlords from repeating the conduct.

Abatement

16. Board order LTB-014906-25, issued on September 17, 2025, terminated the tenancy on October 30, 2025 and ordered the Tenant to pay daily compensation for the use and occupancy of the rental unit, starting October 31, 2025 and continuing until the Tenant vacates the property. Since the Tenant was not permitted to enter the property after

November 3, 2025, the Tenant's obligation to pay compensation ended on November 3. The Tenant is entitled to an abatement if they paid the Landlords compensation for the use of the rental unit after November 3, 2025, and the Landlords shall be ordered to refund any compensation payment after that date.

General Damages

17. The Tenant requested an order requiring the Landlords to pay \$10,000.00 in general damages. The Tenant described feeling humiliated, anxious and afraid because of the Landlords' conduct.
18. In *Mejia v. Cargini*, 2007 CanLII 2801 (Div. Ct.), the Divisional Court ruled that the Board may order a landlord to pay general damages for breaching the contractual and statutory obligation not to interfere with the tenant's reasonable enjoyment of the rented premises. In that case, the landlord permitted people to assault the tenant to coerce the tenant to vacate the property. The Divisional Court ordered the landlord to pay the tenant \$4,000.00 in general damages. Using the Bank of Canada's inflation calculator, \$4000.00 in 2007 represents approximately \$6,000.00 in 2025.
19. As in *Mejia*, the Landlords' conduct in this present case resulted in the Tenant's illegal eviction from the rental unit. However, while I am mindful of the Tenant's testimony of their personal circumstances, including testimony of their health status since the illegal lockout, the Landlords did not assault the Tenant. The Tenant's request for \$10,000.00 is, in my opinion, not reasonable in the circumstances. Instead, I find it is appropriate to order the Landlords to pay the Tenant **\$4,000.00**. This amount takes into consideration the amount the Divisional Court ordered for the illegal eviction and assault in *Mejia*, adjusted roughly for inflation, and the Tenant's evidence of how the Landlords' conduct affected her. The amount reflects the serious nature of illegally evicting the Tenant from the rental unit without being unduly punitive.

Moving and Storage Costs

20. The Tenant did not have reliable evidence of moving costs. There shall accordingly be no order requiring the Landlords to pay the alleged costs.
21. The Tenant introduced evidence showing that they rented storage space on October 30, 2025, before the Landlords illegally locked the Tenant out of the residential complex. Based on the Tenant's testimony, I find the Tenant rented the storage space because she was required to vacate the rental unit in accordance with Board order LTB-014906-25, issued on September 17, 2025; not because of the Landlords' actions on November 3, 2025. The Tenant's storage costs are therefore unrelated to the conduct giving rise to this application, and there shall be no order requiring the Landlords to pay these costs.

Other Out-of-Pocket Costs

22. I find from the Tenant's and Cst. Garcia's sworn testimony that the Tenant had very few personal belongings when the Landlords evicted her from the rental unit on November 3, 2025. I find the Tenant is entitled to compensation for reasonable-out-of-pocket expenses the Tenant incurred because of the Landlords' conduct.

23. The Tenant introduced evidence that they were required to purchase eyeglasses on November 7, 2025. Although a printed receipt shows the year 2024, I am satisfied this is an error. I believe the hand-written invoice to which the printed receipt is attached indicates the date "Nov. 7/25". The Tenant spent **\$179.00** on the new eyeglasses.
24. On November 11, 2025, the Tenant spent **\$106.20** on personal items, including sleepwear and a handbag, and **\$81.29** socks and containers. The Tenant testified she did not have additional clothing, a bag or storage items with her when she was locked out of the rental unit on November 3, 2025. The Tenant also introduced evidence that she spent **\$254.23** on November 30, 2025 to replace other clothing, and **\$156.52** on December 1, 2025 to replace winter clothing and a home nightlight.
25. The Tenant introduced evidence that she spent **\$50.12** on November 5, 2025 to replace groceries that were left in the unit and which the Tenant was unable to access and use. The Tenant testified that although a friend provided temporary accommodation from November 3, 2025, the Tenant was required to purchase her own food and other personal items.
26. A receipt from Food Basics in the amount of \$61.47 appears to be dated October 29, 2025 and is therefore unrelated to the Landlords' conduct. The Tenant agreed that she would have purchased groceries described in a December 1, 2025 had she not been evicted, and I accordingly decline to order the Landlords to pay for food-related expenses on December 1, 2025.
27. A receipt from Dollar Tree, dated November 30, 2025, shows the Tenant purchased items the Tenant needed for her new accommodation. I find the Tenant is entitled to compensation for clothes hangers, a mop handle, Borax cleaning powder and a pill holder. The total amount for these items, including HST, is **\$13.28**. Other items the Tenant purchased at Dollar Tree, such as food and holiday decorations, are not reasonable out-of-pocket expenses related to the Landlords' conduct. A November 30, 2025 receipt from Rexall Pharmacy is illegible and not reliable evidence of the Tenant's out-of-pocket expenses.
28. On November 29, 2025, the Tenant spent \$164.90 at Winners to purchase items including beauty accessories, haircare products, athletic shoes, a handbag and a beverage. At the hearing, the Tenant testified that her beauty and haircare products remained in the rental unit. In the circumstances, I find it is appropriate to order the Landlords to pay the Tenant's cost to replace these items. I also find it is appropriate to order the Landlords to pay the Tenant's cost to replace athletic shoes. The Landlords, however, have already been ordered to pay for one handbag, and I am not satisfied that the expense to purchase another was reasonable or directly related to the Landlords' conduct. The Tenant did not explain their decision to purchase the second handbag. The Landlords therefore shall be ordered to pay the Tenant **\$142.32** for her November 29, 2025 out-of-pocket expenses at Winners. The Tenant appropriately waived her claim for the beverage.
29. The Tenant testified that she incurred additional transportation costs after she was evicted from the rental unit. The Tenant gave evidence that she added funds to her public transit card on November 13, 2025, November 17, 2025, November 26, 2025 and November 27, 2025. The Tenant did not, however, adequately explain the frequent purchases or give a

sufficient account of how and why she used the transit card. I am therefore not satisfied that the Tenant's transportation costs are directly related to the Landlords' conduct.

30. The Tenant is not entitled to her cost to purchase luggage on October 28, 2025. The Tenant's decision to purchase luggage is unrelated to the conduct giving rise to this application.
31. The Tenant is not entitled to the cost to purchase a security camera. I am not satisfied that the Tenant introduced sufficient evidence to prove that they were required to purchase a new camera because of the Landlords' conduct. There was also no reliable evidence of the value of the camera.

Administrative Fine

32. The Board's Interpretation Guideline 16 states that an administrative fine may be ordered against a landlord to promote the landlord's compliance with the Act and to deter other landlords from doing the same conduct. With that guidance in mind, I find it is appropriate to order the Landlords to pay an administrative fine of **\$3,000.00**.
33. AZ testified that he applied to the Court Enforcement Office after he canceled the Tenant's access to the keypad lock on the residential complex door. AZ was therefore aware, or should have been aware, that the Court Enforcement Office exercises exclusive jurisdiction to enforce civil remedies, including Board eviction orders. AZ's spurious belief that the Tenant had vacated the rental unit on October 30, 2025, his decision to cancel the Tenant's access to the electronic keypad, and his refusal to permit the Tenant to re-occupy the rental unit subject to proper enforcement of the September 17, 2025 Board order were wilful breaches of the Act and of the Landlords' obligations under it. It is appropriate in the circumstances to order the Landlords to pay an administrative fine. With the order requiring the Landlords to pay the Tenant \$4,000.00 in general damages, I am satisfied that an administrative fine of \$3,000.00 will promote future compliance with the Act.

Items Allegedly Missing

34. The Tenant did not introduce reliable evidence of missing items among the personal property the Tenant collected on December 13, 2025. The Tenant's claim for these alleged items is therefore dismissed.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is **\$5,030.96**. This amount represents:
 - **\$4,000.00** for general damages;
 - **\$982.96** for the reasonable out-of-pocket costs that the Tenant has incurred as a result of the Landlords' actions; and
 - **\$48.00** for the cost of filing the application.
2. The Landlords shall pay the Tenant the full amount owing by January 19, 2026.

3. If the Landlord do not pay the Tenant the full amount owing by January 19, 2026, the Landlords will owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.
5. The Landlords shall pay to the Landlord and Tenant Board an administrative fine in the amount of **\$3,000.00** by January 19, 2026.
6. The Landlords shall refund to the Tenant any per diem compensation the Tenant paid to occupy and use the rental unit after November 3, 2025.
7. All the reasons for this order are contained herein, and no further reasons shall be given.

January 8, 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.