



Order under Section 31 Residential Tenancies Act, 2006

Citation: Sandhu v Rani, 2025 ONLTB 96722

Date: 2026-01-05

File Number: LTB-T-028661-22

In the matter of: 1 TOBOSA TRAIL
BRAMPTON ON L6R1X4

Between: Harpal Singh Sandhu Tenant
Veerpal Kaur

And

Mamta Rani Landlord
Avtar Singh

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Harpal Singh Sandhu and Veerpal Kaur (the 'Tenant') applied for an order determining that Mamta Rani and Avtar Singh (the 'Landlord'):

- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- did not give the Tenant 72 hours to remove their property from the rental unit or from some place close to the rental unit after the Sheriff evicted the Tenant.

This application was heard by videoconference on June 3, 2024 and concluded on December 11, 2025.

The first named Landlord, the Landlord’s legal representative Muhammad Malik and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenants have proven the allegations in part as contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenants \$248.00 for out-of-pocket and application filing fee expenses and pay an administrative fine to the LTB in the amount of \$1,000.00.

Background

2. The Tenants moved in the basement rental unit on or about April 1, 2022, and vacated on May 1, 2022 pursuant to an agreement as signed by the parties on April 26, 2022.
3. The Tenants submitted that they became aware the rental unit was not fully permitted as a “legal rental unit” when the Landlords asked them to pack up their belongings about 10 days after having moved in and pretend that they are not living there as the city by-law inspector was coming to conduct the final inspection the rental unit.
4. The Tenants said they complied, that the Landlords compensated them \$120.00 for their troubles, however as the rental unit did not pass inspection the parties decided to terminate the tenancy with the Tenants returning the keys on May 1, 2022.
5. The Tenants claim that the Landlords harassed them to move out once the rental unit did not pass inspection, not providing them the required notice and having to pack and find alternative housing on short notice.
6. The Tenants allege that the Landlords harassed and interfered through their actions of permitting them to move into an illegal rental unit, the subsequent request to pretend that they were guests and through the need to the terminate the tenancy early.
7. The Landlords denied any allegations of harassment, coercion or threatening behaviours towards the Tenants.
8. The Landlord Mamta Rani (MR) submitted that the request to terminate the tenancy early arose on the basis of the Avtar Singh’s request inclusive of the date of termination. The Tenant confirmed that he was not coerced into signing the agreement. The parties agreeing on monetary exchanges as part of the early termination.
9. On the basis of the evidence before me, I find that the Landlords obstructed, coerced, threatened or interfered with the Tenants. I say this as they permitted the Tenants to occupy the basement of the rental unit before a full occupancy permit had been granted by the city and this created a situation whereby the Tenants were asked to pack up their belongings shortly after having moved into the rental unit and to pretend that they are guests of the Landlord and not tenants. This was a circumstance that arose as a result of the Landlords’ attempts to circumvent any issues and possible fines in connection to the impending rental unit inspection that was to be conducted by the City of Brampton.
10. The Tenants having only moved into the rental unit and within about 10 days of doing so, found out about the legality of the rental unit and found themselves in a situation where they had no option but to comply with what was being requested of them by the Landlords. As the rental unit as offered to the Tenants had not been fully certified as habitable by the City of Brampton, there was an element of inherent risk that the Tenants were placed into. As submitted into evidence in DOC-2640288, the property report as rendered by the City of Brampton indicates that the basement rental property did not pass the occupancy inspection for plumbing and that a final inspection “did not pass.”

Remedies

11. While the Tenants selected reason #6 on the T2 application as pertaining to retrieval of property within 72 hours where Sheriff is involved in cases of evictions, as this tenancy did not terminate in that manner, this reason was selected in error and could not be considered.
12. In the T2 application the Tenants claim the following remedies:
- I. That the Landlord pay a fine to the LTB
 - II. That the Landlord pay them for costs to replace property was damaged, destroyed or disposed of because of their actions
 - III. That the Landlord pay for moving and storage expenses
 - IV. That the Landlord pay for out-of-pocket expenses resulting from their actions
 - V. That the Landlord return all of their property that the Landlord possesses or that the Landlord can get back from other people.

Moving expenses & out-of-pocket expenses

13. The Tenants did not adduce any evidence to substantiate moving costs, they submitted initially that they used Uhaul and then amended their statements to suggest they paid someone cash in the amount of \$150.00. There was no evidence of any incurred moving or storage costs, therefore this claim can not be considered.
14. The Tenants submitted that they were both employed at the time and incurred income losses created by taking a few days off work to pack and move. And while there was no evidence available in support of the loss of incomes, and I can not consider a true dollar for dollar award in this regard without employment pay records, I believe their submissions to be true and thus a lump sum award of \$200.00 for any missed time taken to pack and move to their new rental unit is fair in these circumstances.

Costs to replace property & property to be returned

15. The Tenants submitted that both remedies as sought surround the return of summer tires and rims that they claim they left in the Landlords garage with their permission at the time they moved in, in April 2022. That after they moved out they realized they left these behind and claim an estimated value of \$1,500.00 or the return of these items.
16. The Landlord (MR) submitted that they do not have any property as belonging to the Tenants. Furthermore, that they do not have the tires and rims in their possession and that there is no evidence of the tires being in the Landlords garage. That it was appropriate for the Tenants to file a police report where they alleged that someone had stolen their property and provide evidence of such report. Here none was provided.
17. Here, as there is no evidence of the existence of such tires nor evidence of them being left in the Landlords garage, I can not consider the claim.

Fine to the LTB

18. The Tenants sought an administrative fine in the amount to be determined by the LTB.
19. Section 31(1)(d) of the Act provides that a Tenant may request that the Landlord pay a fine of up to \$50,000.00 the current jurisdiction of the Small Claims Court, independent of any amounts ordered to be paid to the Tenants.
20. While it is not binding upon me, the Board's Guideline 16 outlines relevant considerations in determining the appropriateness of an administrative fine: "An administrative fine is a remedy to be used by the Board to encourage compliance with the Residential Tenancies Act, 2006 (the "RTA"), and to deter landlords from engaging in similar activity in the future.
21. Therefore, I considered the nature and severity of the breach, the effect of the breach on the Tenants, and the conduct of the Landlord. Deterring misconduct and encouraging compliance is an over-riding factor.
22. Given the case before me, I find that the Landlords must pay an administrative fine to the LTB in the amount of \$1,000.00.
23. The Landlord by permitting the Tenants to move into the rental unit for which an occupancy permit has not yet been granted was in violation of City of Brampton by-laws, and while the Board does not have jurisdiction over such permits, by not offering the Tenants a rental unit the was compliant, the Landlords' actions created conditions for the tenants whereby they had to take time off work, pack up their belongings and ultimately move out of the rental unit prematurely, that is just after the first month of tenancy.
24. The Landlords decision to take matters into their own hands and place the Tenants in a very vulnerable position must be discouraged, this in view of the intent of the Act for the landlords' responsibility of providing and maintaining rental units in a good state of repair and fit for habitation and compliance with health, safety, housing and maintenance standards. As the landlords appear to be a small landlord who have no previous history of violating the Act, I find that the amount of \$1,000 is appropriate to ensure compliance and deterrence.
25. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The total amount the Landlords shall pay the Tenants is \$248.00. This amount represents:
 - \$200.00 for out of pocket expenses as a result of the Landlords' actions.
 - \$48.00 for the application filing fee.
2. The Landlord shall pay the Tenant the full amount owing by January 16, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 16, 2026, the Landlord will owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.

4. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$1,000.00 by January 16, 2026.

January 5, 2026

Date Issued

Alicia Johnson

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.

Payment of the fine must be made to the LTB by the deadline set out above. If not paid, the outstanding amount may be sent to a collection agency and/or the party owing the money may not be permitted to file a new application until it is paid in accordance with section 196 the Act.

The fine can only be paid by money order, bank draft or certified cheque payable to the "Minister of Finance". The payment can be mailed or couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.