Order under Section 31
Residential Tenancies Act, 2006

Citation: Drevniok v Hamilton, 2026 ONLTB 2946
Date: 2026-01-12
File Number: LTB-T-081231-24

In the matter of: 2, 40 Lobraico Lane
Stouffville ON L4A3W8

Between: Darien Drevniok — Tenant

And

Ken Hamilton
Amanda Van Veen — Landlord

Darien Drevniok (the 'Tenant') applied for an order determining that Ken Hamilton and Amanda Van Veen (the 'Landlord') harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on November 27, 2025.

The Landlords and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must compensate the Tenant for the property held by the Landlord.

2. It is undisputed during March 2023 the Tenant installed an IKEA pantry in the rental unit. The Tenant provided an itemized receipt from IKEA (DOC-4256166). The receipt provided included other purchases other than the pantry. After reviewing the receipt with the parties, it was determined that the total amount the Tenant paid for the pantry inclusive of tax was $1,010.22.

3. The parties agreed to terminate the tenancy effective June 30, 2024. The Tenant provided text messages between the Tenant and the Landlord with respect to the pantry from June 18, 2024 to July 2, 2024 (DOC-4256168, DOC-4256170, DOC-4256171, DOC-4256173, DOC-4256174). Throughout these messages, the Tenant and the Landlord Amanda Van Veen (AV) are discussing whether the Tenant will leave the pantry in the rental unit and the Landlords will reimburse the Tenant an amount or the Tenant will remove the pantry. Several times, the Tenant insists the pantry will be removed if the Landlords do not want to

buy it. On July 2, 2024, the Landlord Ken Hamilton (KH) tells the Tenant “Removing the pantry isn’t an option” as KH speculates it would leave damage if removed.

4. KH texts the Tenant “The pantry stays to offset the clean up that I had to do” (DOC-4256175).

5. The Landlords testified there is no order from the LTB that allowed the Landlords to keep the Tenant’s possessions (pantry) nor did the Landlords provide any evidence to suggest there was an agreement between the parties the Landlords could keep the pantry without providing reimbursement. The Tenant’s evidence suggests the opposite, the Tenant would have removed the pantry had the Landlords not led her to believe they would reimburse her for the item.

6. As of the date of the hearing, the pantry remains in the rental unit. The rental unit is currently occupied by new tenants.

Analysis

7. Section 23 of the *Residential Tenancies Act, 2006* (the ‘Act') states: “A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant”.

8. I find based on the evidence deduced at the hearing and on a balance of probabilities that the Landlords actions interfered with the Tenant’s possession of the pantry. The Landlords led the Tenant to believe she may be compensated for the pantry and the Tenant insisted she would remove the pantry should they not want to pay for it.

9. The Landlords have kept the Tenant’s pantry in the rental unit and that pantry is now being used by the new tenants. Therefore, while the Landlords may not have damaged or destroyed the item, I find the Landlords actions of giving the pantry to the new tenants constitutes disposing of as it is no longer in the Tenant’s possession.

10. Although the Tenant originally paid $1,010.22 in March 2023 for the pantry, I find that amount to be unreasonable as reimbursement. The pantry had wear and tear to it, as testified by both the Tenant and the Landlords. Further, the Tenant had offered to leave the pantry for the Landlords use for $500.00. I find this amount to be a reasonable cost to replace the property the Landlords did not return to the Tenants.

11. The Landlords will also be ordered to pay the filing fee paid by the Tenant for this application.

12. This order contains all of the reasons for my decision within it. No further reasons shall be issued.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is $548.00. This amount represents:

    - $500.00 for the reasonable costs that the Tenant will incur to replace property that was disposed of as a result of the Landlord's actions.
    - $48.00 for the cost of filing the application.

2. The Landlord shall pay the Tenant the full amount owing by January 23, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 23, 2026, the Landlord will owe interest. This will be simple interest calculated from January 24, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has/have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 12, 2026
Date Issued

Elena Jacob
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.