



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

Citation: Wheeler v Sidhu, 2026 ONLTB 3807

Date: 2026-01-09

File Number: LTB-T-079429-23-RV

In the matter of: Basement, 4493 County Road 2
Port Hope Ontario L1A3V5

Between: Annabelle Wheeler Tenant

And

Joe Sidhu Landlord

Review Order

Annabelle Wheeler (the 'Tenant') applied for an order determining that Joe Sidhu (the 'Landlord') :

- entered the rental unit illegally.
- 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.

This application was resolved by order LTB-T-079429-23 issued on August 1, 2025. Only the Tenant attended the hearing on July 10, 2025.

On August 28, 2025, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved.

On August 29, 2025 interim order LTB-T-079429-23-RV-IN was issued, staying the order issued on August 1, 2025.

This request was heard by videoconference on September 16, 2025 where both the Landlord and Tenant attended the review hearing. As a result of the request, the LTB was satisfied that the Landlord was not reasonably able to participate in the hearing on July 10, 2025 and therefore the Landlord's request to review the order was granted by interim order LTB-T-079429-23-RV-IN2 issued on September 19, 2025 and a hearing de novo was ordered.

The de novo hearing was first scheduled to be heard on October 14, 2025 and was adjourned on that day due to scheduling overflow. However, only the Tenant attended the hearing. The matter was then rescheduled for a hearing for November 10, 2025.

This application was heard de novo by videoconference on November 10, 2025.

As of 2:19pm, only the Tenant attended the hearing. The Landlord was not present or represented at the hearing although properly served with notice of the hearing by the LTB. There was no record of a request to adjourn the hearing. Accordingly, the application proceeded to be heard de novo based on only the Tenant's uncontested evidence.

Determinations:

Landlord's failure to attend the de novo hearing – abuse of process

1. On August 28, 2025 when the Landlord filed their request to review the order, they indicated a preference to receive all LTB related documents by email and consented to email correspondence from the LTB on this date. Their request for review of the order was also sent by email to the LTB on this date.
2. Accordingly, on August 29, 2025 the LTB emailed the Landlord a copy of the interim order granting a preliminary stay of the order as well as the Notice of Review Hearing. A copy of the interim order and Notice of Hearing was also mailed to the Landlord on September 2, 2025. The Landlord attended the Review Hearing on September 16, 2025 and made their submissions regarding their request. Their request to review the order was granted by way of interim order issued on September 19, 2025.
3. On September 19, 2025 the LTB emailed and mailed the Landlord a copy of the interim review order and the Notice of Adjourned Hearing for the de novo hearing which was first scheduled for October 14, 2025.
4. On October 14, 2025 only the Tenant attended the hearing despite service of the hearing notice to the Landlord by the LTB. The matter was adjourned due to scheduling overflow.
5. On October 17, 2025 the LTB emailed the Landlord the Notice of Adjourned hearing to the email address provided by the Landlord on August 29, 2025 by way of their consent and preference to receive LTB correspondence in this manner as indicated above.
6. Despite the Landlord's request to review the order and their confirmed consent to receive documents by email from the LTB, the Landlord failed to attend the de novo hearing and the subsequent adjourned de novo hearing. I find this conduct is an abuse of the LTB's process.

Merits of the T2 Application

7. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.
8. The Tenant moved into the rental unit on or about November 1, 2021 and vacated the rental unit on October 11, 2022.
9. On June 7, 2022 there was a fire in the kitchen of the Tenant's unit and the Tenant was asked not to return to the unit until repairs were completed because of there being a safety risk at that time. According to the uncontested evidence of the Tenant, the fire was contained in the kitchen by the stove which they believe was the result of a faulty fuze which that had previously reported to the Landlord that was never investigated.

10. The Tenant testified that there was damage in the kitchen and likely smoke damage caused to her belongings in the remainder of the unit and she submits there was less smoke damage in one of the two bedrooms, and she intended on retrieving her undamaged items or to regain access to the unit after the repairs. The Tenant had no photographic evidence of the condition of the unit either prior to or after the fire. The Tenant indicated that she was told by the Landlord she could not take pictures in the unit after the fire.
11. On the date of the fire, the Tenant went and stayed at a motel awaiting news from the Landlord on when she would be able to retrieve her undamaged belongings and when the repairs would be complete. The Tenant tried to contact the Landlord to make arrangements to regain possession of the unit or to retrieve her belongings from the unit throughout June to September of 2022 and the Landlord would not respond to the Tenant's requests.
12. On or about early September of 2022 the Tenant was advised by a neighbouring tenant that was staying in the motel room beside her, that her unit was unlocked so she could retrieve some of her belongings. The Tenant testified that the Landlord at some point had changed the locks on the unit and on this basis, she was not able to retrieve items any earlier. The Tenant did not attend the unit in September to retrieve any items and was unsure of which date the Landlord changed the locks as the Landlord would not respond to her.
13. On or about October 6, 2022 the Tenant went to retrieve some items that she could fit in her car which included some bags of clothes, her brief case and one small dresser. The Tenant explained that she suffered injuries due to smoke damage as a result of the fire and this impacted her ability to retrieve items sooner in addition to the locks being changed and the Landlord's failure to communicate with her. On this date her unit was not locked.
14. On October 11, 2022 the Tenant returned to the property with a trailer to retrieve the larger items and more of her belongings. When she arrived at the property the Landlords sons were "gutting" the apartment and had the Tenant's items already removed and placed in a large bin outside. They also had a large fire burning in the yard and the Tenant saw her grandfather clock and her table being burned in it. The Tenant did not receive any notice that the Landlords would be gutting the unit or emptying her belongings or disposing of any of her belongings. The Tenant was told by the Landlord's sons that she was not allowed to retrieve any of her items from the bin at that time.
15. The Tenant further submits that most of her items were old, but that she also could not locate her tools including her floor sanders, cutters, saws, or drills which she had placed specifically in a box under the kitchen table. She believed the Landlord, or their son, had taken them. She further submits that her bedroom set was used, but she estimated the replacement value of her lost items at \$25,000.00. Some items, such as her family dishes and photographs were of sentimental nature and invaluable.
16. The Tenant further submits that the loss of her items caused significant emotional distress and the interaction with the Landlords sons disposing of her items in the fire and in the bin without her ability to retrieve them caused irreparable emotional harm and the Landlords lack of response regarding her ability to retrieve her items was particularly harmful as she was staying in a motel and was locked out of the unit. In addition to the estimated costs to

replace the items that were disposed of burned or taken by the Landlord, the Tenant requests \$2,000.00 for emotional harm and pain and suffering caused by the Landlords conduct.

17. Additionally, the Tenant seeks a fine against the Landlord for their blatant disregard of the *Residential Tenancies Act, 2006* ('the Act') by failing to give them notice of their intention to dispose of the items, for locking the Tenant out of the unit and not providing the Tenant with replacement keys, for entering the rental unit without notice to the Tenant and for requesting a review of the order and not showing up for the de novo hearing.

Analysis

18. Section 22 of the Act states that A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household
19. Section 24 of the Act states that a landlord shall not alter the locking system on a door giving entry to a rental unit or residential complex or cause the locking system to be altered during the tenant's occupancy of the rental unit without giving the tenant replacement keys.
20. Section 25 of the Act states that a landlord may enter a rental unit only in accordance with section 26 or 27.
21. Subsection 26(1) of the Act states that a landlord may enter a rental unit at any time without written notice, (a) in cases of emergency; or (b) if the tenant consents to the entry at the time of entry.
22. Section 27 of the Act sets of the criteria with respect to when a landlord may enter the unit with required 24-hour written notice. This includes a requirement to provide written notice to carry out a repair or replacement or do work in the rental unit.
23. Other important sections of the Act are as follows:
24. Subsection 41(1) of the Act speaks to a landlord's ability to sell, retain for their own use or otherwise dispose of property in a rental unit or the residential complex if the rental unit has been vacated in accordance with:
 - (a) a notice of termination of the landlord or the tenant;
 - (b) an agreement between the landlord and the tenant to terminate the tenancy;
 - (c) subsection 93(2); or
 - (d) an order of the Board terminating the tenancy or evicting the tenant.
25. Subsection 41(4) speaks to a landlord not being liable if they disposed of property in accordance with this section.

26. Subsection 42(1) of the Act speaks to circumstances where a landlord may dispose of property in a rental unit that a tenant has abandoned and property of persons occupying the rental unit that is in the residential complex in which the rental unit is located in accordance with subsections (2) and (3) if, (a) the landlord obtains an order terminating the tenancy under section 79; or (b) the landlord gives notice to the tenant of the rental unit and to the Board of the landlord's intention to dispose of the property.
27. Subsection 42(2) states that if the tenant has abandoned the rental unit, the landlord may dispose of any unsafe or unhygienic items immediately and subsection 42(3) states that a landlord may sell, retain for the landlord's own use or otherwise dispose of any other items **if 30 days have passed after obtaining the order referred to in clause (1)(a) or giving the notice referred to in clause (1)(b) to the tenant and the Board.** (emphasis added)
28. What is also important to note with respect to the Tenant's application is that her application was filed on October 6, 2023 pursuant to subsection 29(1) of the Act. This section limits a tenant's available remedies for the period up to one year prior to the T2 application being filed. It does not however limit the LTB's ability to consider whether a breach of the Act started prior to the one-year limitation and was ongoing during the one-year period prior to filing the application (see also LTB Interpretation Guideline 6, Tenant Rights)
29. Under section 29(1)3, the landlord is also responsible for the conduct of a superintendent or other agent of the landlord if it substantially interferes with the tenant's reasonable enjoyment.
30. The available remedies for the Tenant relating to the changing of locks, illegal entry and substantial interference are found under subsection 31(1) of the Act.
31. Based on the uncontested evidence before me, I find that the Landlord or their agents (sons), entered the rental unit illegally on October 11, 2022. Not only was no notice of entry provided to the Tenant, but there was no evidence before me to suggest that there was an ongoing emergency in the rental unit on October 11th that would permit the Landlord or their agents entry to the unit without first providing the Tenant with at least 24-hour written notice to complete repairs inside the unit.
32. As a result of the illegal entry, I also find that the Landlord through their agents disposed of the Tenant's belongings without first providing the Tenant with at least 30 days notice of their intention to dispose of the items and without providing written notice to the Tenant or the LTB in accordance with subsection 42(2) of the Act. This conduct no doubt substantially interfered with the reasonable use and enjoyment of the unit.
33. The evidence of the Tenant also supports the fact that the Tenant had not abandoned the rental unit as they tried several times to reach the Landlord with no response between June and October of 2022 and still had intentions to retrieve belongings from the unit or to regain occupancy of the unit. Even if this was not true, although I believe it was, there is no evidence that the Landlord applied to the LTB during that time to determine the unit was abandoned in order to consider the disposal of the Tenant's items as proper.
34. I also accept that the Tenant was still in possession of the rental unit as of this date on the basis that (1) there was no notice by the Tenant or Landlord to terminate the tenancy; (2)

there was no agreement to terminate the tenancy; (3) this was not the superintendent's premises; and (4) there was no order from the LTB terminating the tenancy as required under subsection 41(1) of the Act. There was no evidence before me to conclude that the contract was Frustrated as a result of the fire as the unit was still existent, albeit, it would take time to repair it.

35. Furthermore, I am also satisfied that the Landlord changed the locks to the unit and failed to provide the Tenant with a replacement key even up to October 11, 2022. While this may have occurred prior to the limitation period, it was still occurring during the one year prior to the filing of the application and therefore I can still consider the continued illegal lockout as part of the Tenant's requested remedies.

Remedies

36. The Tenant did not provide further documentary evidence, such as receipts or photographs of the items that are being claimed. However, it would be unreasonable to expect the Tenant to photograph every item in her unit anticipating that the Landlord would dispose of it all and unreasonable to expect a person to retain receipts from items purchased used or for older items. Given that I find that the Landlord disposed of the Tenant's belongings, or their sons did, the Landlord did not attend the hearing to oppose the Tenant's claim. On this basis I find it appropriate to award the Tenant \$3,000.00 in replacement costs of the items. I am familiar with similar findings by the Board, and I find this amount reasonable under the circumstances. The Landlord disposed of most of the items and furniture in a two-bedroom unit. I accept that they weren't all damaged as a result of the fire and that items such as the kitchen table and chairs, at least some of the dishes and other items may have been recoverable if they were cleaned as the Tenant suggests.
37. The Tenant testified that she believes that the Landlord is keeping some of her belongings. The Tenant stated that she believes the Landlord has her tools, electric saws, floor cutter, drills, and some other items. On a balance of probabilities, I as I found that the Landlord disposed of the Tenant's belongings, I will therefore order that the Landlord return to the Tenant any personal property of the Tenant's, that the Landlord possesses, or that the Landlord can get back.
38. I also find the Tenant's request for compensation for pain and suffering reasonable in the amount of \$2,000.00. I accept that the Tenant suffered emotional harm in having her invaluable keepsakes destroyed by the Landlord by disposing of them in a bin and setting fire to other items. I accept that it would be disturbing to come to the unit with a trailer to retrieve her items, only to find the unit empty after being given no notice that this would be happening. They also had no key to access the unit and the Landlords failure to communicate with her also made her experience more troubling. Had the Tenant requested more, I likely would have considered an additional amount.
39. The Tenant also requested the LTB order the Landlord to pay an administrative fine for breach of the Act. The LTB's Interpretation Guideline 16 provides insight into the LTB's use of fines and states that "an administrative fine is a remedy to be used to encourage compliance with the Act and to deter landlords from engaging in similar activity in the future. "This remedy is not normally imposed unless a landlord has shown a blatant

disregard for the Act and other remedies will not provide adequate deterrence and compliance.”

40. While I would agree that the Landlord’s disregard for the Act is troublesome, in the present case, as the Tenant has been awarded a monetary remedy for compensation for pain and suffering and for the loss of items, I find that this provides sufficient deterrent against future conduct. The request for a fine is therefore denied.
41. Although I find the Landlord abused the LTB’s process by failing to attend the de novo hearing after requesting their review and having it granted, I do not find costs appropriate at this time. I find that the additional costs given to the Tenant are enough that Board costs are not appropriate.

It is ordered that:

1. The total amount the Landlord shall pay to the Tenant is \$5,000.00. This amount represents:
 - \$3,000.00 for the reasonable costs that the Tenant has incurred or will incur to replace property that was disposed of by the Landlord’s actions.
 - \$2,000.00 as compensation for general damages.
2. The Landlord shall pay the Tenant the full amount owing by January 27, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 27, 2026, the Landlord will owe interest. This will be simple interest calculated from January 28, 2026 at 4.00% annually on the balance outstanding.
4. The Landlord shall return all of the Tenant’s property that the Landlord possesses, or that the Landlord can get back.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 16, 2026
Date Issued

Terri van Huisstede
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.