



Order under Section 35(2) Residential Tenancies Act, 2006

File Number: LTB-L-086604-25

In the matter of: 210, 216 COLLEGE AVE W
GUELPH ON N1G1S7

Between: Matrix Non-Profit Housing Corporation Landlord

And

Shavonna Speers-Barker Tenant

Matrix Non-Profit Housing Corporation (the 'Landlord') applied for an order determining whether Shavonna Speers-Barker (the 'Tenant') altered the locking system without their consent.

This application was heard by videoconference on January 13, 2026.

Only the Landlord attended the hearing.

As of 9:37 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Landlord's L8 application filed on October 10, 2025, pursuant to section 35 of the *Residential Tenancies Act, 2006* (Act) alleges the tenant altered the locking system on a door giving entry to the rental unit without the Landlord's consent.
2. As of the date of the hearing, the Landlord confirmed that the Tenant is still in possession of the rental unit.
3. The Landlord's agent, Joel Liverpool (JL), testified that on September 15, 2025, the Landlord sent written notice to the Tenant advising that a locksmith had been scheduled for September 25, 2025, to replace the Tenant's deadbolt with the authorized Matrix Key System. Mr. Liverpool further testified that on September 29, 2025, a second letter was sent to the Tenant confirming that the locks had been changed and advising that the Tenant had an outstanding balance of \$169.50 for the service. The Tenant was also informed that the Landlord intended to file an application with the Board and that the Tenant would be responsible for the LTB filing fee of \$201.00.
4. The Landlord submitted into evidence a copy of the H & B invoice (#216915), dated September 29, 2025, relating to the service call to replace the Tenant's lock. In addition,

the Landlord submitted three colour photographs into evidence, which show that the locks installed by the Tenant were not the standard locks authorized by the Landlord.

5. The Landlord had no response from the Tenant regarding entering the unit to complete the requisite inspection nor regarding replacing the locking system back to the original locking system and thus, the Landlord has had to resort to filing an application with the Board.
6. As such, the Landlord sought \$169.50 which represents to the cost to supply and install a new lock that is uniform with the building's locks. The Landlord submitted documentary evidence of the reasonable out-of-pocket expenses necessary to change the locking system.
7. Based on the uncontested evidence before the Board, I find that the Tenant changed the lock to the rental unit without the consent of the Landlord.
8. I find that the intent of section 35 of the Act is to ensure that a landlord has access to the unit in cases of emergency. Although it can be argued that the lock could be broken to gain access in the event of an emergency, I believe this section of the Act was meant to ensure that these drastic measures need not be taken. The Tenant has an obligation to ensure that the Landlord has a key to all the locking mechanisms on the door providing access to the unit.
9. With respect to the remedies sought by the Landlord, section 35 (3) of the Residential Tenancies Act, 2006 states:

35 (3) If the Board in an application under subsection (2) determines that a tenant has altered the locking system or caused it to be altered, the Board may order that the tenant provide the landlord with keys or pay the landlord the reasonable out-of-pocket expenses necessary to change the locking system.

[Emphasis added.]

10. I find the request for payment of \$169.50 to supply and change the lock to one that is uniform with the building to be reasonable based on JL's testimony. As such, an order shall issue requiring this amount to be due and payable within 11 days failing which interest will accrue.
11. I have considered all the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.
12. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant shall pay the Landlord \$169.50, which represents the reasonable out-of-pocket expenses necessary to change the locking system.

2. The Tenant shall also pay the Landlord \$201.00 for the cost of filing the application.
3. If the Tenant does not pay the Landlord the full amount owing on or before January 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 28, 2026, at 4.00% annually on the balance outstanding.

January 16, 2026

Date Issued

Teresa Hunt

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.