



Order under Section 31 Residential Tenancies Act, 2006

Citation: Fiesell v Sockolotuk, 2026 ONLTB 4034

Date: 2026-01-23

File Number: LTB-T-073108-24

In the matter of: A, 500 Scott Street
Fort Frances ON P9A1H4

Between: Jacob Fiesell Tenant

And

Stan's Carpet + Drapery LTD. Landlords
Stan Sockolotuk

Jacob Fiesell (the 'Tenant') applied for an order determining that Stan's Carpet + Drapery LTD. and Stan Sockolotuk (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.

This application was heard by videoconference on January 7, 2026.

The Landlord, his witness Wendy Sockolotuk, the Landlords' legal representative Barbara Morgan and the Tenant's agent Laurie Cole attended the hearing.

The Tenant's agent declined to speak with Tenant Duty Counsel.

Determinations:

Preliminary Issue – the role of Laurie Cole

1. By way of background, the parties attended an Adjudicative Case Conference (ACC) on June 5, 2025, where Laurie Cole (LC) mother of the Tenant, attended on his behalf. On the adjournment sheet, the ACC Member notes that the application was reviewed with LC and potential deficiencies were identified. No issues with the role of LC were addressed.

2. I note, the Tenant did not undertake to request to amend the application following the ACC.
3. At the hearing, LC said that she is the power of attorney for her son as he has intellectual issues and at the age of six, he was diagnosed and has the capacity of a twelve year old. LC said that she will present the Tenant's case and she also has first hand knowledge of the issues within.
4. The Landlord opposed the role of LC and said that she did not produce any documents to support the proposition the Tenant has intellectual limitations and if the Board proceeds, her testimony is hearsay.
5. Based on the submission of the parties, I accepted the role of LC as agent. I also considered that the issue was not raised at the ACC. While I identified LC as a witness at the hearing, in actual fact she is the Tenant's agent. The Landlords were provided opportunity to cross examine the testimony of LC at the hearing.
6. For clarity I note that the original application is marked as "amended" but is the only application submitted to the Board. The Landlord reviewed and understood the application.

Disclosure

7. The Landlord did not comply with disclosure requirements. They did not serve to the Tenant the various photographs and documents they intended to rely on at the hearing. Their representative stated PIN access issues as the reason. However, the representative confirmed receipt of the Notice of Hearing and said that she did not review the section related to evidence and the option to email the LTB.
8. In my view, the Landlord received the information for disclosure yet failed to exercise due diligence. As such, the Landlord was not permitted to rely on their documentary evidence and the matter proceeded.

The T2 Application

9. The rental unit is a one-bedroom apartment in a four unit complex. The Landlord's commercial business is located on the main level.
10. The tenancy began on or around September 1, 2013.
11. The tenant vacated on August 1, 2024 but had possession until August 15, 2024.
12. The lawful monthly rent was 600.00.
13. The Tenant's girlfriend resided at the rental unit.
14. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the amounts set out below.

The Tenant's Evidence

15. The allegations in the T2 application relate to how the tenancy came to an end. To summarize, LC said that the Landlord gave the Tenant improper notices to terminate the tenancy. In the Board file DOC4388871, LC referred to a letter written by the Landlord, dated June 6, 2024. The letter is written as a fax from Stan's Carpet & Drapery Ltd., where the Tenant is told he must vacate by July 30, 2024 due to planned renovations on August 4, 2024.
16. I note, the Landlord did not serve an N13 notice nor file an application with the Board.
17. On July 3, 2024, LC wrote the Landlord back and said a proper termination notice was not served and suggested the Landlord and his wife familiarize themselves with law and their responsibilities. In that letter, LC also asks the Landlord to intervene with the harassing behaviour by his wife toward the Tenant.
18. Then, on July 11, 2024, the Landlord served a partial N7 termination notice to the Tenant with a termination date of July 31, 2024. I note, the notice did not contain the second, signed page. LC said they were aware of tenant's rights and did not move.
19. I note, the Landlord did not re-serve the completed N7 notice and did not file an application with the Board.
20. LC said this was becoming very stressful for her son and they decided it was best for him to re-locate. On July 15, 2024, she wrote a letter to the Landlord stating the Tenant was providing 60 days' notice to vacate. He secured a new lease to commence September 1, 2024. LC confirmed that she prepared the letter but it was her son who signed it.
21. At the hearing JC agreed that the letter did not properly provide 60 days' notice. However, the Landlord responded to the letter stating the Tenant must move out at the end of July due to the scheduled renovations.
22. LC said her son planned to move out August 31, 2024. In preparation to move out, her son needed extra time. Sometime around the end of July, 2024, she gave to the Landlord \$300.00 as partial payment for rent. The Landlord accepted the funds and she understood they had possession until August 15, 2024.
23. However, on July 30, 2024, the Landlord sent another letter telling the Tenant that, as of August 1, 2024, the locks are being changed and the Tenant will not have access to his rental unit. This required OPP intervention and the keys were returned to the Tenant. JC said that a friend helped her son move out around August 7, 2024.
24. JC testified that her son moved in with her for a few months.
25. JC said this entire situation has been overwhelming for her son. With his intellectual disability, he has been negatively impacted by the treatment of the Landlord and his wife. He cries and is afraid to stay alone. He is nervous and he has emotional angry outbursts. He was reprimanded at work but has corrected his behaviour.
26. JC said her son had no intention of moving out had it not been for the harassment from the Landlord and his wife with the termination notices and pressure to move. Her son sought

counselling and he was prescribed a sedative. JC believes this substantially interfered with her son's reasonable enjoyment of the rental unit.

27. While I found the JC's testimony confusing at times, I found that she provided consistent and credible testimony even under the scrutiny of cross examination.

The Landlord's Evidence

28. The Landlord does not dispute the evidence related to the various termination notices.
29. Under cross examination, the Landlord's representative questioned the credibility of JC evidence due to a discrepancy between the filed copy and the copy sent to the Landlord. JC could not explain why the July 15, 2024 letter sent to the Landlord does not contain a signature nor the Landlord's handwritten notes.
30. JC was also challenged on her son's ability to work based on his medical circumstances and the absence of any medical documents to support her claims.
31. The Landlord takes the position that he was not aware of the Tenant's intellectual disabilities and the relationship deteriorated around the time the Tenant's girlfriend moved into the rental unit. The Landlord and his representative believed this was in violation of the legislation. I corrected their misunderstanding at the hearing.
32. The Landlord did not dispute the changing of the locks on August 1, 2024 and confirmed keys were returned to the Tenant on the same day, with OPP assistance.
33. Additionally, the Landlord did not dispute that he received \$300.00 to extend the move out to August 15, 2024.
34. Essentially, the Landlord said that, due to the behaviour of the Tenant, he and his wife decided to terminate the tenancy. He prepared both the June 6, 2024 and N7 notice and took no steps with the Board. When JC responded on July 3, 2024 regarding the notice deficiencies, he took no further steps.
35. The Landlord said that he is a "good guy" and was within his right to terminate the tenancy. He said he is a "busy person" and did not have time to look into his responsibilities and rights.

The Adjournment Request

36. It became clear, that the Landlord was ill-prepared for this hearing and at several points during the hearing, both the Landlord and his representative attempted to raise various issues related to damage and the Tenant's behaviour. The Landlord's representative believed the Tenant required the Landlord's permission regarding his roommate/guest. They were put on notice this was a Tenant's application and their issues are not for consideration at this hearing.
37. The Landlord's representative then sought an adjournment to allow the Landlord to file an application.

38. At the hearing, I denied the late adjournment request. The Landlord had opportunity to serve his own notices and file applications with the Board throughout the tenancy but took no steps to do so. In my view there is no reason to adjourn this T2 application due to the limitation period. The tenancy ended August 15, 2024 and a landlord's application must be filed not more than one year after the Tenant vacated.
39. In my view, to adjourn the hearing at this late stage would be prejudicial to the Tenant and afford the Landlord opportunity to perfect their defence. The parties were put on notice to come prepared to the hearing. The Landlord's failure to do so, is not good cause to adjourn to a future date.
40. At first, the Landlord's representative decided not to call their witness but then changed her mind.
41. Wendy Sockolotuk (WS) is the Landlord's wife and business partner. WS's testimony was primarily about the behaviour of the Tenant. She said they issued the notices of termination in an effort to remove the Tenant due to his behaviour and need to complete renovations. She said, at no time did she harass the Tenant.
42. The Landlord's representative said the Board should dismiss the matter. JC's testimony lacked credibility and little weight should be given to her evidence.

Law and Analysis

43. On an application to the Board, the person who alleges a particular event occurred has the burden of proof to establish that it is more likely than not that their version of events is true. In this application, the burden falls on the Tenant to establish that the Landlord changed the locks at the rental unit without giving the Tenant a key, gave improper notices and this behaviour was harassing and substantially interfere with the Tenant's reasonable enjoyment of the rental unit.
44. The *Residential Tenancies Act, 2006* (the 'Act') describes the following:
- a) Section 37 of the Act states that a tenancy can only be terminated in accordance with the Act.
 - b) Section 24 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.
45. The Landlord does not dispute locking the Tenant out of the rental unit on August 1, 2024 and felt that his actions were justified.
46. Instead of filing an application with the Board, the Landlord took matters into his own hands and illegally locket the Tenant out of the unit. The Landlord failed to follow the law and has shown a blatant disregard for the Act.
47. The Landlord's reasons for changing the locks are not relevant. There is no justification for an illegal lock out. The requirements of the Act must be followed to end a tenancy.

48. I acknowledge that the lockout ended the same day with OPP intervention, on August 1, 2024.
49. Based on the evidence before the Board, I find that the Landlord altered the locking system on the door giving entry to the rental unit or the residential complex without giving the Tenant a replacement key until forced by the OPP. The Landlord is in breach of s.24 of the Act.
50. However, I considered the impact on the Tenant to assess remedy. The Tenant was in the process of moving and the lockout ended on the same day. I have considered this breach as part of the overall sequence of events and included in an award for general compensation.
51. I further find the Landlord has substantially interfered with the Tenant's reasonable enjoyment of the rental unit or the residential complex and the Landlord's behaviour was harassing in nature when he repeatedly served notices of termination.
52. Section 22 of the Act states:
- 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.
53. The wording of s. 22 of the Act makes it clear that it is concerned with the behavior of landlords. In the instant case, the behaviour or conduct of the Landlord, which the Tenant claims caused a substantial interference with his reasonable enjoyment of the unit involves the variety of issues outlined above and which were caused, according to the Tenant, by the Landlord changing the locks and threats of termination.
54. Here, the Landlord, despite being put on notice by the Tenant that his termination notices were invalid, forged a head with evicting the Tenant. While a landlord is entitled to serve termination notices, the landlord must do so with care. That's not what happened here, the Landlord gave a notice to end the tenancy for renovations and then an N7 related to behaviour. In my view, the Landlord in both notices, attempted to circumvent the Act and deny the Tenant various rights and entitlements.
55. The Tenant's agent took steps to educate the Landlord and the Landlord refused to investigate. Rather, the Landlord forged ahead with the illegal termination attempts. I find it reasonable to conclude that the actions of the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit or residential complex.
56. The next issue is whether the lock change and termination threats constitute harassment under s.23 of the Act.
57. Although "harassment" is not defined in the Act, I think that a commonly accepted definition can be found in section 10(1) of the *Ontario Human Rights Code*, which states that harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

58. In this circumstance, I find the average Tenant would not expect his Landlord to repeatedly serve invalid termination notices, even when the Landlord was put on notice of their deficiencies and took no steps to investigate or remediate the deficiencies. In fact, the Landlord, pushed the matter without any further regard for his responsibilities.
59. In my view, a tenant has a right to enjoy their rental unit and security of possession. In this case, the Landlord blatantly disregarded his obligations under the Act when he repeatedly served improper notices to terminate the tenancy. Even when he was put on notice of the deficiencies, he changed the locks to enforce the eviction which required OPP intervention. I find it reasonable to make a finding that his behaviour constitutes harassment.
60. I would note that during the hearing, the Landlord displayed very little understanding of the Act or his obligations and rights under the Act. The Landlord showed no remorse for his actions and no respect for his responsibilities as a Landlord.

The Remedies Sought

61. The Tenant's application seeks the following remedies:
- a) rent abatement;
 - b) a cease and desist order;
 - c) fine to the Board;
 - d) end tenancy;
 - e) rent differential;
 - f) moving and storage;
 - g) filing fee;
 - h) move back in;
 - i) general compensation
62. As was identified at the ACC, there are various issues with the Tenant's application and the Tenant did not undertake to correct those deficiencies. Some clarification follows. As the tenancy has ended, the Board cannot issue a cease and desist order. The tenancy ended on August 15, 2024 and the Tenant does not wish to have his tenancy re-instated. The rent abatement is a duplicate of the rent differential request. So, all that remains for the Board to consider is remedy related to a Board fine, rent differential, moving costs and general damages. A successful applicant is typically awarded the filing fee.

Rent Differential:

63. JC said that the Tenant felt forced to move as a result of the treatment by the Landlord and his wife. He was distraught over the notices and gave notice to end his tenancy.
64. I have chosen not to award rent differential in this circumstance. The Tenant, via JC, was seemingly aware of his rights. He knew he did not have to vacate without a Board order or mutual agreement. Yet, he chose to move. I do not find it reasonable therefore to award the difference in rent.

Moving Costs:

65. JC's testimony was limited. She said the Tenant paid a friend \$500.00 for a truck and assistance. In the absence of any documentary evidence, I am not prepared to award this claim.

General Compensation:

66. The Tenant seeks \$10,000.00 for compensation related to the termination notices and lock change and the overall impact of the situation.
67. Given the Landlord's behaviour and the evidence of impact before me and my knowledge of similar like cases, I am of the view that an appropriate award for general damages would be **\$1,000.00**. This is proportional to the loss of use of the unit and the degree of emotional upset caused to the Tenant by the Landlord's behaviour. I accept that the Tenant has no plans to move, enjoyed a lengthy tenancy and due to the behaviour of the Landlord, believed moving was the best solution.
68. I considered the absence of testimony of the Tenant and the role of JC. I considered some of this evidence hearsay and therefore weighted it accordingly. I think that if the Tenant has a responsible job and performs various duties, his testimony could have resulted in a different outcome.

Administrative Fine

69. The Board's Guideline 16 suggests that the purpose of a fine is to encourage compliance with the Act and to deter landlords from engaging in similar activities in the future. It states, "this remedy is most appropriate in cases where the landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance."
70. I am not satisfied that the remedies sought by the Tenant and granted in this order would deter the Landlord sufficiently from engaging in similar actions in the future. At the hearing the Landlord did not appreciate the seriousness of his actions.
71. The Tenant's remedies, as awarded in this order, total \$1053.00. In order to achieve adequate deterrence in this situation, I believe the Landlord should be ordered to pay a fine of **\$3,000.00**. I believe that only a cost to the Landlord in this range will deter the Landlord from avoiding the proper eviction process in the future.
72. 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 Landlord shall pay to the Tenant is **\$1,053.00**. This amount represents:
 - \$1,000.00 for general compensation;
 - \$53.00 for the cost of filing the application.

2. The Landlord shall pay the Tenant the full amount owing by February 3, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 3, 2026, the Landlord will owe interest. This will be simple interest calculated from February 4, 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 Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of **\$3,000.00** by February 3, 2026.

January 23, 2026

Date Issued

Dana Wren

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.