



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

Citation: Drummond v Ridgeford Charitable Foundations, 2025 ONLTB 69109

Date: 2026-02-02

File Number: LTB-T-045481-22-RV

In the matter of: 318, 23 THUNDER GROVE
SCARBOROUGH ON M1V0G6

Between: Jedadiah Drummond Tenant

And

Ridgeford Charitable Foundations Landlord

And

Shane Obornick Superintendent

Review Order

Jedadiah Drummond (the 'Tenant') applied for an order determining that Ridgeford Charitable Foundations (the 'Landlord') and Shane Obornick (the 'Superintendent'):

- 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.
- harassed, obstructed, coerced, threatened, or interfered with the Tenant.

This application was resolved by order LTB-T-045481-22 issued on August 11, 2025.

On August 19, 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 20, 2025, interim order LTB-T-045481-22-RV-IN was issued, staying the order issued on August 11, 2025.

Following a hearing on September 3, 2025, order LTB-T-045481-22-RV-IN2 was issued on September 15, 2025, granting the Landlord's request. The application was adjourned for a new hearing to be held at a future date.

This application was heard by videoconference on October 29, 2025, and December 9, 2025. The Tenant, the Landlord's Legal Representative, S. Whittick, and the Landlord's witnesses, B. Castor, and D. Zalter (DZ), attended the hearing.

Preliminary Issue:

At the hearing on October 29, 2025, the Tenant abandoned other claims and proceeded only on the allegations of illegal entry/lockout.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed
2. The evidence demonstrates that the Tenant obtained vacant possession of the rental unit on July 15, 2021, but did not immediately occupy the unit. The Tenant was evicted by the Court Enforcement Office (Sheriff) on May 15, 2023.

Tenant's Evidence

3. On January 4, 2022, the Tenant received a Notice of Entry for a fire alarm testing in the unit on January 7, 2022. Following entry on January 7, 2022, the Tenant received a message from the Landlord stating that they found the rental unit to be abandoned. The Landlord returned to the unit a second time that day to take pictures and to change the locks.
4. The Tenant responded to the Landlord's message via email on January 7, 2022, stating that the Landlord's actions were illegal, and he would be filing an application against the Landlord. The Tenant further stated in the email that he had not officially occupied the unit because he was unable to afford furniture for the three-bedroom unit and that he sleeps on the floor.
5. The Tenant stated that he tried to enter the rental unit in the evening of January 7, 2022, on January 8, 2022, at about 3:00 p.m., and on January 9, 2022, at about 11:00 a.m.
6. On January 10, 2022, the Tenant attended the office in the afternoon at about 10:00 a.m. and was told the locks had been changed again to give him entry.
7. According to the Tenant, he lost the subsidy for the rental unit which was a rent-geared-to-income unit. The Tenant's appeal of the loss of the rental subsidy was denied because he was yet to occupy the rental unit by January 2022, and he had also failed to provide the rental unit address to the Ontario Disability Support Program as required.

Landlord's Evidence

8. The Landlord's witness, DZ, testified that in January 2022, she was the Landlord's resident manager. Following the annual fire inspection on January 7, 2022, she observed the unit was completely empty except for a black speaker which she believed contained a camera.

9. DZ assessed the key fob information for the unit and observed that the key fob was not used for over a month. The Landlord changed the locks as a result, but the Tenant was subsequently permitted entry.

Analysis

10. Section 24 and 79 of the *Residential Tenancies Act, 2006* ('the Act') provides:

Changing locks

24 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.

Abandonment of rental unit

79 If a landlord believes that a tenant has abandoned a rental unit, the landlord may apply to the Board for an order terminating the tenancy.

11. A Landlord cannot unilaterally terminate a tenancy or change the locks to a rental unit without providing replacement keys to the Tenant. The Act contains a process that a Landlord must follow to lawfully terminate a tenancy and evict a Tenant. If the Landlord suspects, as in this case, that the Tenant abandoned the unit, the Landlord must apply to the Board for an Order terminating the tenancy.
12. The Landlord here took a risk by assuming the unit was abandoned and proceeding to change the locks. While this was not the right approach, the evidence demonstrates that the Tenant was in breach of his agreement with the Landlord which required him, as a recipient of a housing subsidy, to not be absent from the unit for up to 90 days.
13. The Tenant testified at the hearing that by January 2022, he was yet to occupy the unit despite the tenancy commencing in July 2021. In the Tenant's appeal of the Landlord's decision to remove the Tenant's subsidy, the city found that the Tenant was absent from the unit and breached the rent geared to income rules.
14. The Tenant also did not dispute the Landlord's testimony that the unit was devoid of possessions but for a speaker, which may or may not have had a camera to monitor the unit. Although the Tenant claimed that he was in the residential complex on January 7, 8 and 9, 2022, he did not go into the Landlord's office or send any messages indicating that he was at the rental unit. I am not satisfied from the evidence that the Tenant attended the residential complex until January 10, 2022, when he went into the Landlord's office and was told the keys had been replaced.
15. In this circumstance, I am not satisfied that the lock change had a meaningful impact on the Tenant who was not in occupation of the rental unit on January 7, 2022. Rent abatement will not be awarded to the Tenant who left a three-bedroom subsidized unit unoccupied for months when there are vulnerable people on a waitlist hoping to get the same opportunity he squandered.

It is ordered that:

1. The Tenant's application is dismissed.

February 2, 2026
Date Issued

Jitewa Edu
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.