



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-067476-23

In the matter of: 5 COPELAND RD
BRAMPTON ON L6Y2S5

Between: Harshilkumar Prajapati Tenant

And

Rich Taneja Landlord

Harshilkumar Prajapati (the 'Tenant') applied for an order determining that Rich Taneja (the 'Landlord'):

- entered the rental unit illegally.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household and
- harassed, obstructed, coerced, threatened, or interfered with the Tenant.

This application was heard by videoconference on December 16, 2025. The Landlord Tenant, the Tenant's Legal Representative, V. Borges, and the Landlord, attended the hearing.

Preliminary Issues:

The Landlord filed text messages in the Tribunals Ontario Portal ('the portal') but did not serve the Tenant who only saw it on the morning of the hearing. To avoid prejudice to the Tenant, I did not permit the Landlord to rely on the messages which in any event, were not in English.

The Landlord claimed that while he resided on the second floor of the two-storey residential complex with his family, the Tenant resided in the basement, but they shared a kitchen on the main floor. The Tenant on the other hand, testified that he was told from the onset that he was not permitted to use the kitchen on the main floor.

As the parties agree that the basement unit had its own kitchen with a refrigerator, microwave, and stove, I find on a balance of probabilities that the Tenant did not use the kitchen on the main floor. The Landlord's claim appears to be an attempt to circumvent the operation of the *Residential Tenancies Act, 2006* ('the Act') in this case.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay \$3,248.00 to the Tenant.

Tenant's Evidence

2. The Tenant testified that he moved into the basement unit on March 29, 2023. The lawful monthly rent was \$1,000.00 but the Tenant's portion was \$500.00 because he had a roommate.
3. On May 1, 2023, the Tenant paid his portion of the rent to the Landlord for May 2023. On May 2, 2023, he returned home to find his belongings had been removed from the rental unit and placed in the hallway and garage. The Landlord informed him that other people were moving into the unit.
4. The Tenant stayed with friends for a period of about 15 days before finding another unit. The Tenant claimed that he moved into 2 or 3 places after vacating the rental unit and provided a tenancy agreement for a two-bedroom unit which he signed on November 16, 2023.
5. The Tenant requested an order for the Landlord to refund the rent of \$500.00 paid on May 1, 2023; a deposit of \$200.00 paid on March 22, 2023; and \$2,500.00 in general compensation. The Tenant provided e-transfer confirmations in support of his testimony that he paid the rent for May 2023, and the deposit of \$200.00.
6. The Tenant also requested \$150.00 in moving costs, and the difference in rent for a year. These requests are denied because there is no evidence to support the moving costs incurred, and the difference in rent cannot be awarded when the Tenant moved into the current unit over six months after he was evicted, and the unit is not comparable to the rental unit because it has two bedrooms.
7. The Tenant request for out-of-pocket expenses in the amount of \$200.00 incurred in shelter costs for May 2023 is also denied as he is entitled to a full rent abatement of \$500.00 which he paid for that month.

Landlord's Evidence

8. The Landlord testified that the Tenant and his friend rented the unit and paid a deposit of \$100.00. On March 27, 2023, the Tenant moved into the rental unit and by March 30, 2023, stated that he no longer wanted to reside there. Offered a return of his rent, the Tenant changed his mind and said he would be there for only a month.
9. On April 16, 2023, the Tenant's roommate paid \$650.00 in rent for May 2023, in anticipation that he will occupy the unit alone, and told the Landlord they were unaware of the Tenant's plans.
10. On May 1, 2023, the roommate contacted the Landlord because the Tenant was still in the unit. The Tenant agreed to move out and removed his belongings from the rental unit into the garage.

Analysis

11. Section 22 of the Act provides 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. In addition, section 23 of the Act provides that a landlord shall not harass, obstruct, coerce, threaten, or interfere with a tenant.
12. Section 24 of 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.

13. Based on all the evidence, I am satisfied that the Landlord provided misleading testimony to the LTB when he claimed that the Tenant removed his own belongings from the rental unit.
14. The Landlord, who expected the Tenant to vacate the rental unit at the end of April 2023 and collected \$650.00 from his roommate for the month of May 2023 in anticipation, was disappointed that the Tenant did not vacate the rental unit.
15. Hence, despite collecting rent of \$500.00 from the Tenant on May 1, 2023, he removed the Tenant's belongings from the rental unit on May 2, 2023. The Landlord cannot unilaterally terminate the tenancy or lock the Tenant out of the rental unit. I find that the Landlord entered the rental unit illegally, and substantially interfered with the reasonable enjoyment of the rental unit by the Tenant.
16. As a result of the Landlord's conduct, he will be ordered to refund to the Tenant, \$500.00 in rent paid in May 2023; \$200.00 deposit; and must pay \$2,500.00 in general compensation for illegally locking the Tenant out of the rental unit.

It is ordered that:

1. The Landlord shall pay the Tenant \$3,248.00. This amount represents:
 - \$500.00 for a rent abatement.
 - \$2,500.00 in general damages for the illegal lockout,
 - \$200.00 for the illegal deposit, and
 - \$48.00 for the cost of filing the application.
2. If the Landlord does not pay the Tenant the full amount owing by February 1, 2026, the Landlord will owe interest. This will be simple interest calculated from February 2, 2026, at 4.00% annually on the balance outstanding.

3. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 28 2026

Date Issued

Jitewa Edu

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.