



Order under Section 31 Residential Tenancies Act, 2006

Citation: Steer v Lepera Jr., 2026 ONLTB 4288

Date: 2026-02-02

File Number: LTB-T-082012-24

In the matter of: Unit 3, 1094 LINCOLN RD
WINDSOR ON N8Y2H4

Between: Robert David Steer

Tenant

And

Joseph Lepera Jr.
Joseph Lepera

Landlords

Robert David Steer (the 'Tenant') applied for an order determining that Joseph Lepera Jr. and Joseph Lepera (the 'Landlords') altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.

This application was heard by videoconference on December 11, 2025.

The Landlords, the Landlords' legal representative Richard Lammers, the Tenant, and the Tenant's legal representative Patrick Clark attended the hearing.

Determinations:

Tenant's adjournment request

1. The Tenant filed their application on October 7, 2024.
2. At the hearing, the Tenant's legal representative requested an adjournment so that the application can be amended to add additional ground(s) (substantial interference/harassment) and remedies. He submitted that the legal representative from their law firm who originally filed the application in October 2024 did not include details and particulars pertaining these grounds and they ought to have been included in the application. In other words, the application was not completed correctly. When the Board inquired as to why the amendment was not done in advance of the hearing, the Tenant's legal representative claimed the details contained in the application had not been brought to his attention and claimed that he had been preparing (which I understand to mean preparing for the hearing) and did not consider an amendment. He also confirmed the issues he intends to add with respect to the additional ground(s) are still ongoing.

3. The Landlord's legal representative opposed the adjournment and argued that it would be prejudicial to the Landlords. His position was that the Tenant's legal representative had control over the application for 14 months and they had more than enough time to amend the application. He submitted that the Landlords had dedicated time and resources to attending the hearing and were prepared to defend the allegations as pled on the application.
4. Based on the submissions of the parties, and after considering the factors set out in the LTB's Rule of Procedure 21 and Interpretation Guideline 1 pertaining to adjournments, the Board declined the adjournment request. An adjournment is not an automatic right, and the Tenant's legal representative did not provide a sufficient explanation as to why the amendment could not have been done in advance of the hearing. The application was filed in October 2024 and any further delay in the proceedings would be unduly prejudicial to the Landlord. The Tenant and their legal representative had ample opportunity to review the application and to file an amendment. Since the newly raised issues are ongoing the Tenant may file another application to address those issues.

Merits of the application

5. As explained below, the Tenant's application is dismissed.
6. In the application, the Tenant claims that the Landlord breached section 24 of the *Residential Tenancies Act*, 2006 ('the Act'), which reads:

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.

[Emphasis Added]

7. The Tenant's central allegations on their application pertain to the Tenant being locked out of a storage room.
8. The Tenant testified that on July 9, 2024, a noticed was posted on the storage room entry door that if the tenant wanted access to the storage, he was to contact the landlord Joseph (Joe) Lepera. The Tenant confirmed he did not contact the Landlords to have the lock removed from the storage room, and that lock to the entry of the storage room was removed sometime in July 2025. He claimed that the storage unit contained his tools, manuscripts, and other landscaping tools.
9. The Tenant further testified he had a lease agreement with the previous landlord and that that the storage unit was part his lease agreement. A copy of the lease agreement between the former landlord and the Tenant was filed as evidence with the Board, and I note that the agreement references that the service of the storage space is included with the lawful rent.
10. The storage room is adjacent to the rear of the Tenant's rental unit.
11. The issue is whether changing the locks to a storage room is captured by s. 24 of the Act since that provision refers to the landlord changing the locking system on the "rental unit".

12. The term “rental unit” is defined in s. 2(1) of the Act and it means any living accommodation used or intended for use as rented residential premises. Thus, it’s clear from the plain wording of this provision that it prohibits a landlord from altering a locking system on a door giving *entry* to a rental unit or giving *entry* to the residential complex, without giving the tenant a replacement key, which would prevent a tenant from accessing their rental unit. The provision is wide in its application because there are some living accommodations that have front entrances and/or lobbies/hallways, which a tenant would need to enter to obtain access to their rental unit.
13. The purpose of this provision is to prevent an illegal lock out situation where a tenant is denied/prevented access to their rental unit during their occupancy. This is supported by the fact that if the Board is satisfied the landlord has breached subsection 24 of the Act, then pursuant to subsection 31(3) of the Act, the LTB can order the landlord to allow the tenant to regain possession of the rental unit and refrain from renting the unit to anyone else. Under subsection 31(4) of the Act, if the landlord does not voluntarily comply with the LTB's order by allowing the tenant to regain possession of the rental unit, the tenant can obtain possession by enforcing the LTB's order through the Sheriff's office.
14. Based on the Tenant’s own evidence adduced at the hearing, I am not satisfied on a balance of probabilities that the Landlords have breached subsection 24 of the Act. The Tenant’s own evidence establishes that the storage unit was not part of the rental unit, since it was not used for a living accommodation. It was used to store tools. The lease agreement between the former landlord and the Tenant also references that the storage unit is a service that is provided to the Tenant and that the storage room is adjacent to the rental unit. Thus, the storage unit is not part of the rental unit and is part of the residential complex. Pursuant to section 18 of the Act, the terms in the lease agreement between the Tenant and the former landlord are deemed to continue as covenants running with the land between the current Landlords and the Tenant. This means the storage unit continued not being a part of the rental unit. The rental unit is in an apartment building (multiplex) which contains 5 units. Both parties agreed the storage unit is part of the residential complex. However, it is not part of the rental unit. Thus, the storage unit does not fall within the purview of subsection 24 of the Act as it is not an illegal lock out from a rental unit.
15. Accordingly, the Tenant’s application is dismissed.

It is ordered that:

1. The Tenant’s application is dismissed.

February 02, 2026
Date Issued

Inderdeep Padda
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.