



Order under Section 31 Residential Tenancies Act, 2006

Citation: Van De Velde v Van De Velde, 2026 ONLTB 12018

Date: 2026-02-09

File Number: LTB-T-062021-24

In the matter of: 611 ROMAINE ST
PETERBOROUGH ON K9J2E5

Between: Damean Van De Velde Tenant

And

Jennifer Van De Velde Landlord

Damean Van De Velde (the 'Tenant') applied for an order determining that Jennifer Van De Velde (the 'Landlord'):

- 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 February 2, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$6,428.69 which represent general damages, out of pocket expenses, storage fees, and rent abatement.

Preliminary Issue:

The Landlord Does Not Live in the Rental Unit

2. The rental unit is a single dwelling house. The Tenant rents a room from the Landlord. There are 5 bedrooms in total; the Tenant occupies two of the three bedrooms upstairs, there is another bedroom on the main floor and another bedroom in the basement.

3. Initially, the Landlord testified she lived in the basement bedroom and that her personal belongings remain there. The Landlord later claimed she stayed there a handful of times during the Tenant's tenancy, then at a different time in her testimony indicated she did not live there and lived at her boyfriends.
4. The Tenant's position is that the Landlord never stayed there and never lived in the basement during his tenancy. The Tenant claims that when he moved in, another person lived in the basement, then when his uncle moved in, no one lived in the basement, and it was used for storage.
5. The Tenant provided into evidence a text message from the Landlord dated June 28, 2024, which says, "I'm moving back July 1st and I'm selling. So you have to leave my midnight".
6. Subsection 5(i) of the *Residential Tenancies Act, 2006* ('the Act'), states that the Act does not apply with respect to:

living accommodation whose occupant or occupants are required to share a bathroom or kitchen facility with the owner, the owner's spouse, child or parent or the spouse's child or parent, and where the owner, spouse, child or parent lives in the building in which the living accommodation is located;
7. This exemption under the Act means that the Board does not have the jurisdiction to hear disputes between the parties. In this case, based on the evidence before me, the Landlord did not live in the rental unit and did not share a kitchen or bathroom with the Tenant, therefore the Act applies.

T2 Application

8. The application is about substantial interference, threatening, harassment, coercion, interference and obstruction in that the Landlord unlawfully evicted the Tenant.
9. The Landlord is the Tenant's Aunt. The Tenant rented a room from the Landlord in the amount of \$750.00 per month. The tenancy began in and around June of 2022.
10. On June 28, 2024, the Tenant gave \$375.00 for the rent that was due on July 1, 2024. The Landlord replied via text message that she wanted the full amount of rent and said the following:

"U send the other 375 now or have your (expletive) out of the house and the room clean by midnight'.....What is your email? I'll send you an eviction letter shortly. You are to be off the premises with all belongings by midnight and room and bathroom to be left in the same conditions as you moved into. All keys to be returned and left on table.....Start packing Damean. I'm moving back July 1st and I'm selling. So you have until Sunday midnight."
11. The Tenant testified that he also received an email from the Landlord on June 30, 2024, which said he was being evicted for not complying with the rules of the property as well as

requiring the unit for her own use, and that he needed to be off the premises with all his things by 11:59 p.m. that evening. The email stated he was not permitted to return to the property without her permission. The Landlord also sent a text message on June 30, asking him how the packing was going.

12. The Landlord does not deny the text messages nor the email send to the Tenant. The Landlord does not deny evicting the Tenant and the reasons why the Landlord did so was because he failed to abide by the rules of the rental unit, in that he failed to keep his bedroom and common areas tidy.
13. The Tenant felt coerced and threatened and subsequently vacated the rental unit on June 30, 2024 due to the Landlord's text messages and email. For the most part, the Tenant stayed in a motel until September 2024 at which point he moved in with his grandparents.

Analysis

14. Section 22 of the Residential Tenancies Act, 2006 ('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.

15. Section 23 of the Act states that a Landlord shall not harass, obstruct, coerce, threaten, or interfere with a tenant. Although there is no definition of harassment under the Act, it is generally accepted to be a course of conduct that the landlord knows or ought to have known would be most unwelcome to the reasonable tenant.
16. Section 37 of the Act states that a tenancy can only be terminated in accordance with the Act. If a landlord wants to evict a tenant, a process must be followed in accordance with the Act. A notice of termination is given to the tenant by the landlord, and a tenant has a lawful right to remain in the rental unit and enforce their legal rights to dispute the termination notice and await a hearing at the Board should the tenant wish to do so. A notice of termination need not to be given if both parties agree to terminate the tenancy.
17. In this case, the Landlord did none of these things nor was there consent to terminate the tenancy. The Landlord's behavior is particularly egregious in that she acted against the Act and sent text messages and an email to unlawfully evict and bully the Tenant into vacating the rental unit. The Tenant received harassing and threatening messages on June 28, 2024, and June 30, 2024, that he had to pack up and be out of the rental unit by midnight on June 30, 2024, giving him but two days to do so.
18. Therefore, by illegally evicting the Tenant, and on a balance of probabilities, the Landlord has substantially interfered with the Tenant's lawful enjoyment of the rental unit, and has harassed, coerced, interfered, and threatened the Tenant, all of which are prohibited under the Act.

Remedies

Rent Abatement

19. The Tenant requests rent abatement in the amount of \$799.30.
20. On June 28, 2024, the Tenant gave to the Landlord \$375.00 towards the July 1, 2024 rent. Since the Tenant was evicted on June 30, 2024, the Tenant did not live in the unit in July of 2024. The Landlord does not deny receiving the rent money but says she kept the money because the Tenant allegedly damaged a mattress that belonged to her. A landlord cannot use rent money other than for the rent.
21. The Tenant also requests an additional \$375.00 for the month the Tenant was unable to occupy the rental unit, that being July 2024. Since the Tenant did not live in the rental unit in July 2024, rent abatement does not apply.
22. The Tenant requested a 50% rent abatement for two days that the Landlord breached their obligations under ss. 22 and 23 of the Act in the amount of \$49.30. Since the Landlord was found in breach of the Act on June 28, 2024, and the Tenant was forced to vacate, I find this amount reasonable and shall be awarded accordingly.
23. Therefore, the total amount of rent abatement ordered is \$424.30.

Out of Pocket Expenses

24. On June 30, 2024, due to the Landlord's illegal eviction, the Tenant was forced to stay in a hotel. The Tenant provided a receipt from Comfort Hotel & Suites for a total amount of \$847.19 from June 30, 2024, to July 5, 2024. The Tenant advised his father paid for the hotel, but he must pay him back. The Landlord argued that because it was the Tenant's father who paid the hotel bill, that the Tenant should not be reimbursed. I disagree. It is not relevant who paid the hotel bill.
25. The Tenant also presented into evidence other hotel receipts for subsequent hotel stays however this was not contained in the application nor was there a request to amend the application. In *Beauge v. Metcap Living Management Inc.*, [2012 ONSC 1160](#) (Div. Ct.) ('*Beauge*') the Divisional Court found that the Board had erred in awarding damages that were not claimed in the tenant's application. I am bound by *Beauge* and so I cannot order any remedy that has not been claimed by the Tenant in their application.
26. Therefore, the Landlord must pay to the Tenant out-of-pocket expenses in the amount of \$847.19 because the Tenant was forced to stay in a hotel room due to the Landlord's actions.

Moving and Storage Expenses

27. The Tenant claimed that due to the Landlord's actions, the Tenant needed to rent storage space for his personal items. As he was staying in a hotel, he had no where to put his things. The Tenant submitted a receipt from Access Storage in the amount of \$157.20 dated July 23, 2024. Therefore, due to the Landlord's breach of the Act, the Landlord shall pay to the Tenant \$157.20 for storage fees

General Compensation

28. The Tenant requests \$10,000.00 in general damages caused by the Landlord's illegal eviction.
29. The Tenant testified that because the Landlord illegally evicted him, he was essentially homeless. The Tenant had two days to pack and vacate the rental unit. The Tenant was unable to find a rental unit on such short notice and began renting a hotel on June 30, 2024. In September 2024, he moved 45 minutes away to live with his grandparents.
30. The Tenant testified he has suffered mental anguish, and depression because of it. The Tenant lost his job because he had no choice but to move in with his grandparents, and because he did not have a car to travel in, could not go back and forth from work.
31. The Tenant also testified this incident has caused a rift in his family. He is unable to attend the rental unit as other family members live there, except on a few occasions where the Landlord has permitted him to.
32. In *Mejia v. Cargini*, 2007 CanLII 2801 (Div. Ct.), the Divisional Court ruled that the Board may order a landlord to pay general damages for breaching the contractual and statutory obligation not to interfere with the tenant's reasonable enjoyment of the rented premises. In that case, the landlord permitted people to assault the tenant to coerce the tenant to vacate the property. The Divisional Court ordered the landlord to pay the tenant \$4,000.00 in general damages. Using the Bank of Canada's inflation calculator, \$4000.00 in 2007 represents approximately \$6,000.00 in 2025.
33. As in *Mejia*, the Landlords' conduct in this present case resulted in the Tenant's illegal eviction from the rental unit. However, while I am mindful of the Tenant's testimony of their personal circumstances since the illegal lockout, the Landlord did not assault the Tenant. The Tenant's request for \$10,000.00 is, in my opinion, not reasonable in the circumstances. Instead, I find it is appropriate to order the Landlord to pay the Tenant \$5,000.00. This amount takes into consideration the amount the Divisional Court ordered for the illegal eviction and assault in *Mejia*, adjusted roughly for inflation, and the Tenant's evidence of how the Landlord's conduct affected him. The amount reflects the serious nature of illegally evicting the Tenant from the rental unit.

Administrative Fine

34. Finally, an administrative fine is a remedy to be used by the Board to encourage compliance with the Act, and to deter landlords from engaging in similar activity in the future. Although the Landlord has shown a blatant disregard for the Act, and the behaviour of the Landlord was particularly egregious, no administrative fine will be ordered as I find the remedies I have already ordered above will provide adequate deterrence and compliance in the future.
35. 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 \$6,428.69 shall pay the Tenant is \$6,428.69. This amount represents:

- \$424.30 for a rent abatement.
 - \$157.20 for storage fees that the Tenant incurred.
 - \$847.19 for the reasonable out-of-pocket expenses the Tenant has incurred.
 - \$5,000.00 in general damages.
2. The Landlord shall pay the Tenant the full amount owing by February 20, 2026.
 3. If the Landlord does not pay the Tenant the full amount owing by February 20, 2026, the Landlord will owe interest. This will be simple interest calculated from February 21, 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.

February 9, 2026

Date Issued

Paula West Oreskovich

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.