



## **Order under Section 31 Residential Tenancies Act, 2006**

**File Number:** LTB-T-001825-24

**In the matter of:** 687489 Oxford 2  
Princeton, ON N0J1V0

**Between:** Richard Bentley Tenant

**And**

Chase Hillenaar Landlord  
Hillenaar Homes Inc

Richard Bentley (the 'Tenant') applied for an order determining that Chase Hillenaar and Hillenaar Homes Inc (the 'Landlord'):

- 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; and
- withheld or interfered with vital services.

This application was heard by videoconference on February 2, 2026.

The Landlord, the Tenant's Legal Representative, Ayesha Noorani, and the Tenant attended the hearing.

### **Determinations:**

1. As explained below, the Tenant proved some the allegations contained in the application on a balance of probabilities. However, no remedies will be awarded because the remedies sought do not flow from the breach.

### ***Request for an Amendment Granted***

2. The Tenant sought to amend the application which includes changes to the remedies sought, clarification of some of the details, and a correction in the rental unit address. The amended application was uploaded to the portal and served on the Landlord within the deadlines set out in the Board's Rules. The Landlord did not object to the amendments.

3. Pursuant to Rule 15, the request to amend is granted. It is appropriate and necessary, not prejudicial to the Landlord, and was filed in a timely manner.

### *T2 Application*

4. The application alleges the Tenant was locked out of his rental unit, forcing the Tenant to find alternate living arrangements. The Tenant also alleges the Landlord retained the Tenant's property, cut the electricity and did nothing about it.
5. The Tenant has lived in the rental unit since July 1, 2020. The residential complex used to be a motel that was refurbished into rental units. The Tenant vacated the rental unit on August 30, 2023.

### *Withholding a Vital Service*

6. The Tenant indicates at various times during his tenancy the electricity would go out because the fuse would blow. The Tenant contends that on one occasion the electricity was out for two days. Electricity is considered a utility under section 2(1) of the *Residential Tenancies Act, 2006* (the 'Act').
7. The Landlord does not deny that at times the fuse would blow, because some of the walls between rental units share breakers. However, the Landlord denies electricity ever being out for two days. The Landlord advises when the Tenant would tell him the breaker blew, he or his designate would attend immediately to rectify the situation and flip the breaker.
8. The problem with the Tenant's allegations is that the Tenant has not provided dates and has no details in the application regarding when and for how long the electricity issue occurred. Given the uncertainty with respect to when this occurred, I am unable to determine whether the Board has jurisdiction in accordance with s. 29(2) of the Act, which states a Tenant or former Tenant has one year to file an application after the day the alleged conduct giving rise to the application occurred. Therefore, the electricity claim is dismissed due to a lack of evidence.

### *Changing the Locks to the Rental Unit, Substantial Interference, Obstruction and Interference*

9. It is undisputed that on August 30, 2023, the Tenant spray painted part of the common deck and placed anti-skid strips on it and that was not authorized by the Landlord. The Tenant and the next-door tenant, got into an altercation over it and police were called to attend. During the altercation, the Tenant was in medical distress, the ambulance was called, and the Tenant was transported to the hospital.
10. While at the hospital and once he got medical clearance, just before midnight on the same date, the police charged the Tenant with assault with a weapon, uttering threats, and mischief in relation to that incident. The Tenant was released by way of an undertaking. One of the conditions of the undertaking was that the Tenant was not able to attend the residential complex which included his own rental unit.
11. Although the Tenant admits that he knew he was not allowed to return to his own unit due to the undertaking, the following morning around 7 a.m., he attended his rental unit and

used his key to enter but was unable to unlock the door. The Tenant believes the Landlord changed the locks.

12. While the Tenant was there, the Tenant took all of his personal items that were located outside in the yard, including his gardening tools.
13. The Tenant subsequently stayed in motels and that is where he currently resides.
14. The Tenant concedes that at no time did he tell the Landlord that he began renting another unit nor advise the Landlord that he was unable to return to the rental unit due to an undertaking. The Tenant testified that the conditions remained in place until the charges were withdrawn, approximately a year after they were filed. This meant that the Tenant would not have been able to return to his rental unit until approximately August of 2024.
15. The Landlord testified that he did not change the locks to the rental unit on August 31, 2023. The Landlord says that at some point after the incident on August 30, 2023, he became aware that the Tenant was not able to return to the rental property. The Landlord believed the Tenant vacated the rental unit with all his belongings based on text messages he received from the neighboring Tenants.
16. The Landlord uploaded into evidence text messages from two other tenants who reside on each side of the Tenant. The tenant in unit 5, messaged the Landlord on September 11, 12, 29, and 30 of 2023, and on October 1, 2023, indicating he witnessed the Tenant at his rental unit moving his belongings out. The Tenant in unit 7 messaged the Landlord on September 11, 2023, telling the Landlord it looked like the Tenant was moving his things out.
17. The last message dated October 1, 2023, indicated that he thought the Tenant had fully vacated the rental unit because he saw the Tenant was removing his personal belongings and that he left a bag of garbage on the doorstep with a garbage tag on it. The Landlord replied in that text message that he assumed the Tenant was now gone.
18. Therefore, on October 1, 2023, the Landlord believed the Tenant had vacated and tried to access the rental unit with the key, but the door would not open. The Landlord then had to gain access to the rental unit by way of a window. The Landlord believes it is the Tenant who changed the locks. The Landlord testified that upon entry there were no personal items left in the rental unit. The items left in the rental unit, such as a TV, microwave, nightstands, and a dresser, belonged to the Landlord and were included with the rental of the apartment.
19. The Landlord initially stated he didn't out to the Tenant to determine if he had vacated the rental unit. However, at a later time in his testimony, he stated he may have had a verbal conversation with the Tenant during one of the instances about the Tenant removing his items.
20. The Tenant at no time reached out to the Landlord to indicate he was terminating his tenancy, nor did the Tenant at any time contact the Landlord to discuss the retrieval of his personal belongings.

### *Analysis*

21. Section 22 of the Act says:

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.

22. Section 23 of the Act states that a landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

23. Section 24 of the Act states:

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.

24. Section 37 of the Act states that a tenancy may be terminated only in accordance with the Act. A tenancy can terminate on consent, a tenancy can be terminated by way of a notice of termination and the tenant vacates due to that notice, or if a notice of termination is given to a tenant and the tenant wishes to dispute the notice of termination, the tenant can enforce their legal rights and remain in the rental unit until the Board orders otherwise. There are other reasons why a tenancy may terminate that require the Board to determine the tenancy has been terminated.

25. In this case, the tenancy did not terminate in accordance with the Act. The Landlord felt that due to the Tenant's circumstances regarding the criminal undertaking, he was legally not able to reside in the rental unit. While that may be true, the Tenant still had legal possession of the rental unit. There is no evidence before me that the tenancy terminated on consent.

26. I do believe that the Landlord genuinely thought the Tenant moved out due to the text messages from the neighbours indicating they observed the Tenant removing his personal belongings from his rental unit. However, the Landlord never confirmed this.

27. In my view, the Landlord made no attempts to contact the Tenant to end the tenancy or inquire about what the Tenant's position was with respect to his tenancy. What the Landlord should have done, was try to contact the Tenant, and if that was unsuccessful, file an L2 application to have the Board determine the tenancy terminated by way of abandonment. The Landlord did not do so.

28. I do not have enough evidence in front of me to determine that the Landlord locked the Tenant out of his rental unit on August 31, 2023. However, on October 1, 2023, the Landlord did subsequently change the locks on the door to the rental unit without giving the Tenant replacement keys and this is technically a breach of section 24 of the Act. I further find that this sort of conduct in obstructing and interfering with the lock system of the rental unit could also constitute a breach under section 22 of the Act.

29. On the other hand, I do not believe, on a balance of probabilities, that the Landlord substantially interfered with the Tenant's lawful enjoyment of the rental unit because the

Tenant was not legally able to attend the rental unit. The Tenant testified that after he left the rental unit on August 31, 2023, he never returned because he was on conditions imposed by the police not to return.

### *Remedies*

30. The Tenant requested a rent abatement. Abatement of the rent is a contractual remedy designed to address the idea that if a tenant is paying for a bundle of goods and services and not receiving them, rent should be abated proportional to the difference between what is being paid for and what is being received. The problem here is that the Tenant was not legally allowed to attend the rental unit due to a police undertaking prohibiting him to do so. Therefore, this remedy would not be appropriate.
31. The same can be said about the Tenant's request for rent differential, moving and storage expenses, hotel accommodations, accommodations for his pet, stop payment fees, and non-pecuniary damages. The Tenant was legally not able to attend the rental unit starting August 30, 2023. Those conditions did not change until one year later. The Tenant's claims are due to the incident that occurred on that date and have nothing to do with the Landlord's conduct. The Tenant was charged criminally and therefore had no other alternative but to find other living arrangements because of his own actions. These remedies would not be appropriate.
32. The Tenant asked for his last month's rent deposit back however at the hearing it became clear that the Tenant failed to pay the rent for September 2023, and the Landlord applied the last month's rent deposit to it as he believed this was the last month of his tenancy. The Tenant acknowledges that he did not pay any rent after he was charged on August 30, 2023. I find that the Tenant did have access to the rental unit for September 2023 as explained below.
33. The Tenant's position is that he was illegally locked out on August 30, 2023, by the Landlord and that his oak table, bed, wardrobe, television, oak hutch, and microwave remained in the rental unit. The Tenant requests \$1,000.00 for the replacement of his furniture.
34. The Landlord provided into evidence text messages and written statements from neighbours notifying the Landlord of various dates and times in the month of September 2023 that the Tenant attended the rental unit to remove his personal belongings.
35. I give no weight to the written statements as provided by the Landlord as the Landlord acknowledges he wrote the letters on their behalf, but that the signatures were theirs. I do not find the letters credible.
36. I give some weight to the text messages provided by the Landlord. Although those tenants were not present to testify nor to be cross examined, the legitimacy of the text messages was not challenged. In the text messages, two separate tenants say they observed the Tenant attend the rental unit at various times in September 2023 and on October 1, 2023, to remove his personal property.
37. The Landlord contends that the furniture left there was his, and that he rented the unit out with it.

38. On a balance of probabilities, I am not satisfied that the Tenant establish that the Landlord retained any of the Tenant's furniture. The Tenant never reached out to the Landlord to inquire about his furniture. The Tenant has not met his evidentiary burden of proof. Therefore, no monetary amount for the replacement of furniture will be awarded.
39. I note that in this case the Tenant's application was paid by a fee waiver. Therefore, no filing fee shall be awarded.
40. Although the Tenant proved some the allegations contained in the application, because there are no remedies that flow from the breach, the application shall be dismissed.
41. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

**It is ordered that:**

1. The T2 application is dismissed.

**February 11, 2026**  
**Date Issued**

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Paula West Oreskovich  
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.