



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

**Citation:** Hacker v Shah, 2026 ONLTB 13719

**Date:** 2026-02-10

**File Number:** LTB-T-055523-24

**In the matter of:** Bsmt, 569 Gladstone Avenue  
Toronto ON M6H3J3

**Between:** Douglas Hacker Tenant

**And**

Fazal Shah Landlord

Douglas Hacker (the 'Tenant') applied for an order determining that Fazal Shah (the 'Landlord'):

- 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.
- withheld or interfered with their vital services or care services and meals in a care home.
- did not give the Tenant 72 hours to remove their property from the rental unit or from some place close to the rental unit after the Sheriff evicted the Tenant.

This application was heard by videoconference on December 1, 2025.

The Landlord's Legal Representative Chastity Jackson 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 compensation to the Tenant.
2. This application had been previously adjourned because the Tenant had not served their amended application on the Landlord.
3. The Board issued interim order LTB-T-055523-24 dated August 9, 2024, that set out the findings on the allegations in this application.

4. In that order, the Board found that the unit had not been abandoned, therefore the Tenant had been illegally locked out of their rental unit. The parties agreed to a timeline to permit the Tenant to retrieve their possessions that remained in the Landlord's care and control.
5. It is not clear what Tenant possessions had been disposed of by the Landlord, after the preservation order issued by the Board in interim order LTB-T-055523-24-IN dated July 11, 2024. As a result, the Tenant had been permitted to amend their application.
6. The Landlord denied that the amended application had been served on them.
7. I reviewed the email found at DOC-4111575. It appears that the Tenant sent this to an email that may or may not have been associated with the Landlord. The Landlord's email address was not associated with any address on file with the Board. Therefore, I was not satisfied that the amended application had been served on the Landlord and denied the request to amend the application.
8. The only issues left to resolve was the compensation to be paid to the Tenant.
9. The Tenant alleged that the Landlord or the Landlord son had removed their tools and other items from the workshop and that none of these were in the unit when they went to retrieve their possessions. They stated that they worked as a "tile-man".
10. The Tenant testified and stated that they had only retrieved some CDs and a broken television. They testified that all of their tools and clothing were gone.
11. The Tenant also claimed that their tires had been slashed by the Landlord at a local Tim Hortons. Since this did not occur on the rental property, the Board has not given this any consideration.
12. The amount of rent arrears claimed by the Landlord exceeds the Board's monetary jurisdiction. Section 207(1) of the Act states that the Board's monetary jurisdiction is the same as the Small Claims Court's jurisdiction, which is currently \$50,000.00. Proceeding with this application at the Board extinguishes any rights the Landlord may have to pursue the full amount owing at the Superior Court. The Tenant was made aware of the Board's monetary jurisdiction and chose to proceed with this application.
13. In the application the Tenant claimed out of pocket expenses of \$3,000.00 to replace clothing, and tools. They also claimed an additional \$3,000.00 to replace furniture, their passport and other documentation. In the hearing they claimed a total amount of \$15,000.00.
14. They stated that they lost 2 irreplaceable family bibles.
15. They also stated that they are a published author and lost everything in relation to that.
16. The Tenant stated that they are on ODSP, and living out of their vehicle.
17. On cross-examination the Tenant explained that when they went to the rental unit on August 10, 2024, they stated that they came in a car to retrieve what possessions they could, which was only CDs. They agreed that they did not take larger items such as dressers that were left in the unit.

18. In making findings, the Board shall ascertain the real substance and the good faith of the participants in accordance with section 202(1) of the Act.

(1) In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so,

(a) may disregard the outward form of a transaction or the separate corporate existence of participants; and

(b) may have regard to the pattern of activities relating to the residential complex or the rental unit.

19. The Tenants evidence was uncontested. They were consistent in their testimony under cross-examination. In my view it is not fatal to their claim that they have no receipts to show the value of the lost items nor that they may not yet have replace some of them. The Landlord was afforded the opportunity to cross-examine the Tenant on their remedies.

20. The Tenant had been unlawfully locked out their rental unit, because the Landlord falsely alleged it had been abandoned. In my view it is likely that the Landlord did begin to go through the Tenants possessions and likely removed some items prior to the July 11, 2024, preservation order.

21. I am satisfied that the Tenant did not remove the larger items that they left behind on August 10, 2024.

22. As a result, I am satisfied that an amount of \$5,000.00 would be reasonable in all of the circumstances to reimburse the Tenant for those items that were missing when they went to retrieve on August 10, 2024, what possessions were still in the care and control of the Landlord.

23. In the application the Tenant claimed \$100,000.00 in general damages. In the hearing this amount was reduced to \$20,000.00.

24. The Tenant stated that they suffer from PTSD, that this situation made it worse. They currently only receive ODSP and are living out of their vehicle. They stated that they feel that the Landlord has made their life a living hell. They stated that their health conditions has worsened and they suffered from stress.

25. I am cognizant that the parties had a consent agreement to terminate the tenancy as of June 15, 2024. However, the Landlord had by then already locked out the Tenant. The Tenant testified that they had not been given a replacement key as promised.

26. As a result, I am satisfied that in all the circumstances that general damages in the amount of \$10,000.00 is reasonable. The Landlord appears to have taken matters into their own hands to lockout the Tenant without lawful authority, to deny access to the Tenant to retrieve their tools and that this had an impact on this vulnerable person.

27. There can be no doubt that being locked out of one's home can significantly affect someone's sense of dignity and self and have a traumatic effect.

**It is ordered that:**

1. The total amount the Landlord shall pay the Tenant is \$15,000.00. This amount represents:
  - \$5,000.00 for out-of-pocket expenses to replace missing items
  - \$10,000.00 for general damages.
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2. The Landlord shall pay the Tenant the full amount owing by February 21, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 21, 2026, the Landlord will owe interest. This will be simple interest calculated from February 22, 2026, at 4.00% annually on the balance outstanding.

**February 10, 2026**  
**Date Issued**

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Robert Patchett  
Vice Chair, 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.