



Order under Section 31 Residential Tenancies Act, 2006

Citation: Lumsden v Evoy, 2026 ONLTB 12848

Date: 2026-02-10

File Number: LTB-T-095474-24

In the matter of: Basement, 10 FIFTH ST
SMITHS FALLS ON K7A3K1

Between: John Lumsden Tenant

And

Kirk Evoy Landlords
Loretta Evoy

John Lumsden (the 'Tenant') applied for an order determining that Kirk Evoy and Loretta Evoy (the 'Landlords'):

- 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.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- 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 February 4, 2026. The Tenant and the Tenant's legal representative Linda Tranter attended the hearing

As of 9:31 AM, both Landlords were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities relating to substantial interference, harassment, obstruction, and interference with the Tenant:
 - i. Therefore, the Landlords must pay the Tenant is \$7,348.00 by March 10, 2026. This amount represents:

- \$2,300.00 for the reasonable costs that the Tenant will incur to replace the property that was retained by the Landlords;
 - \$5,000.00 for general damages; and
 - \$48.00 for the cost of filing the application.
- ii. The Landlords must also pay to the Landlord and Tenant Board an administrative fine in the amount of \$3,000.00 by March 10, 2026.
2. As explained below, the allegations claimed in the application relating to illegal entry and no 72-hour notice provided by the Landlords for the Tenant to remove their property prior to eviction by the Sheriff are dismissed.
 3. The rental unit is a one-bedroom unit with a separate kitchen and bathroom, located in the basement of a house. The tenancy commenced in April 2024. At the time, the Tenant was 70 years old and the Landlords lived upstairs of the rental unit.
 4. The Tenant states that in 2022 he suffered a stroke which has impacted some of his brain functioning, specifically it has been difficult for him to recall dates but he can still recall details of events. He relies on a mobility scooter to get around.
 5. The Tenant states that he moved into the rental unit from another building that he living at and paying rent because the monthly rent was lower at the rental unit. When he moved to the rental unit he had to downsize and get rid of some of his belongings because the rental unit was furnished.
 6. The Tenant states that the monthly rent is due on the first day of each month and he could not pay the monthly rent for July 2024 and August 2024 because he was the victim of a scam which compromised the funds in his bank account. The Tenant states that he relies on a fixed income which is money he received through his pension.
 7. On August 23, 2024, the police attended the rental unit. The Tenant states that one of the Landlords Kirk Envoy had advised the police that the Tenant was only renting a room there. The Tenant states that the police told him that the Landlords no longer want him to continue living there and that the Tenant had to leave. The Tenant states that the police telephoned the Tenant's sister who lives in Smith's falls.
 8. The Tenant states that he then got his mobility scooter and drove 20 minutes to his sister's residence. The Tenant states he was not able to return to the rental unit because the Landlords advised he could no longer live there. He states that his brother went to the rental unit one week later to pick up some of the Tenant's belongings which could not be retrieved in a single load with his brother's vehicle.
 9. The Tenant states that his brother returned to the rental unit to pick up a second load of the Tenant's belongings but was prevented from doing so by the Landlord Loretta Evoy. The Tenant states that Loretta Evoy advised his brother that he could not pick up any of the Tenant's additional belongings until the Tenant paid the rent that was owing.
 10. The Tenant states that that the Landlords have refused to return the following belongings valued at \$2,450.00 as the Tenant was forced to move out of the rental unit on August 23, 2024:

- One year old 50-inch Samsung smart Television, valued at \$750.00;
 - External drive for television, valued at \$150.00;
 - Television adaptor for use with Tenant's hearing aids, valued at \$500.00;
 - Three-year old, two-foot wide Dewalt bluetooth radio, valued at \$450.00;
 - Hair clippers valued at \$100.00;
 - Miscellaneous items including dishes, pots and pans; valued at \$500.00.
11. The Tenant states that he cannot recall other miscellaneous items which belonged to him that the Landlords have retained beside dishes, pots, and pans. He further states that he has not replaced the above items which were retained by the Landlord due to his limited income.
12. The Tenant states that after he was forced to leave the rental unit, he moved into a single room on September 1, 2024 for which he pays \$750.00 per month. He states the space is smaller and he shares a kitchen and bathroom. He states the room which he rents is located on the outskirts of Smith Falls. He states he could not move back to the building he previously lived at prior to moving to the rental unit because he cannot afford the market rent. He also states that he got rid of many belongings prior to moving to the rental unit as the rental unit was furnished.
13. The Tenant produced text message correspondence from September 2024 between the Tenant and the Landlord Loretta Evoy. The text message correspondence from Loretta Evoy notes "Get in touch at the end of the month. When at the end of the month you give us some money then you can have your tv". The Tenant states Loretta Evoy was referring to the money the Tenant owed to the Landlords for the July 2024 and August 2024 monthly rent.
14. The Tenant produced an email which was sent by his legal representative Linda Tranter to Loretta Evoy on November 8, 2024 which advises that the Landlords removal of the Tenant from the rental unit on October 23, 2024 [sic] was unlawful and in contravention of the *Residential Tenancies Act, 2006* (the 'Act'). In this email, the Landlords were asked to return the Tenants belongings identified above to the Tenant which can be arranged through the Tenant's legal representative. The email further notes that the Tenant would like to resolve this issue amiably and not have to pursue legal action. Linda Tranter states that there was no response received from the Landlords to this email. Linda Tranter states the email incorrectly notes the date of October 23, 2024 as the date that the Tenant was illegally evicted. She states this was corrected in a follow up letter she sent to the Landlords on November 12, 2024.
15. The Tenant produced the follow up letter dated November 12, 2024 from Linda Tranter to the Landlords correctly notes the date the Tenant was illegally evicted from the rental unit as August 23, 2024. This letter further advises if the Landlords do not respond by November 19, 2024, the Tenant will be filing an application for illegal eviction and retention of property with the Landlord and Tenant Board. Linda Tranter states there was no response received from the Landlords to this letter.

16. The Tenant states after he was forced to move out of the rental unit, he began caring a lot less about things in life. He states that he became depressed and attempted suicide for which he was hospitalized in August 2025. He states that he still gets upset when he thinks about the Landlords actions which resulted be forced to move out of the rental unit, the Landlords not allowing him to move back in, and the Landlords retaining some of his belongings to date.

Illegal entry

17. The Tenant's claim that he was illegally evicted from the rental unit by the Landlords on August 23, 2024 is separate and distinct from an illegal entry. There was no evidence, or dates provided by the Tenant to support that the Landlords illegally entered the rental unit. Therefore, I find that the Landlords did not enter the rental unit illegally. Therefore, this allegation is dismissed.

Substantial interference

18. Subsection 37(1) of the Act states that a tenancy can only be terminated in accordance with the Act.
19. Subsection 37(2) stipulates that a tenancy may be terminated in accordance with a notice of termination given in accordance with the Act and the tenant vacates the rental unit in accordance with the notice, the tenancy is terminated on the termination date set out within the notice.
20. Subsection 37(3) of the Act allows for the termination of a tenancy based on the Landlord and the Tenant reaching an agreement to terminate the tenancy.
21. Based on the uncontested evidence of the Tenant and on a balance of probabilities, I find the Landlords substantially interfered with the Tenant when the Landlords illegally evicted the Tenant from the rental unit on August 23, 2024. I find the Tenant's uncontested testimony persuasive. The Tenant explained the details surrounding the August 23, 2024 incident in which the Tenant was forced to move out of the rental unit and provided details surrounding its impact on him. I find the email dated November 8, 2024 and the November 12, 2024 letter sent by the Tenant's legal representative, Linda Tranter to the Landlords which note the Tenant was illegally evicted from the rental unit and that the Landlords have items which belong to the Tenant further supports the Landlords illegally evicted the Tenant on August 23, 2024.
22. I find the tenancy was not terminated based on a notice of termination issued by the Landlord in accordance with the Act, nor was there an agreement between the Landlord and the Tenant to terminate the tenancy. As a result, I find the Landlords illegally terminated the tenancy which resulted in an illegal eviction of the Tenant. As a result, I find that the Landlords substantially interfered with the reasonable enjoyment of the rental unit by the Tenant. The Tenant was also forced to move out of the rental unit without his belongings and without having another place to move to.

Harassment/Obstruction/Interference

23. Section 40 of the Act stipulates that no landlord shall, without legal process, seize a tenant's property for default in the payment of rent or for the breach of any other obligation of the tenant.
24. Pursuant to subsection 41(1) of the Act, a landlord may sell, retain for the landlord's own use or otherwise dispose of property in a rental unit or the residential complex if the rental unit has been vacated in accordance with,
- (a) a notice of termination of the landlord or the tenant;
 - (b) an agreement between the landlord and the tenant to terminate the tenancy;
 - (c) subsection 93 (2); or
 - (d) an order of the Board terminating the tenancy or evicting the tenant.
25. Based on the Tenant's uncontested evidence, I find that the Landlord harassed, obstructed and interfered with the Tenant and his rights under the Act when the Landlords retained the Tenant's personal belongings including a 50-inch Samsung Television, an external drive for the television, television adapter used with the Tenant's hearing aids, two-foot wide Dewalt bluetooth radio, hair clippers, and miscellaneous items including dishes and pots following the illegal eviction of the Tenant on August 23, 2024. I find the September 2024 text message from Loretta Evoy supports that the Landlords were refusing to return the Tenants television because the Tenant owes the Landlords money.
26. The action taken by the Landlords in which they retained the Tenant's belongings is in contravention of sections 40 and 41 of the Act. This is because there was no notice of termination in accordance with the Act to terminate the tenancy, there was no agreement between the parties to terminate the tenancy, and there was no order issued by the Landlord and Tenant Board which authorizes the termination of the tenancy.

No 72-hour notice

27. Pursuant to subsection 41(3) of the Act, a landlord must make an evicted tenant's property available to be retrieved at a location close to the rental within 72 hours after the enforcement of an eviction order.
28. In the Tenant's case, the Tenant was not legally evicted from the rental unit because of an order being issued by the Landlord and Tenant Board. Therefore, there was no enforcement from the Sheriff to evict the Tenant from the rental unit. Therefore, I find the 72-hour notice requirement for the Landlords to allow the Tenant to remove their belongings from the rental unit would not be applicable. I have already determined above why the Landlords retention of the Tenant's belongings contravenes the Act.

Remedies

29. At the hearing the Tenant withdrew the following remedies claimed in the T2 application:

- A rent abatement in the amount of \$5,000.00;
- \$500.00 for storage costs; and
- The Tenant's request to move back to the rental unit.

Items retained by the Landlord

30. The Tenant requests the Landlords return the Tenant's belongings valued at \$2,450.00 which have been retained by the Landlords and include:

- 50-inch Samsung Television, valued at \$750.00;
- External drive for the television, valued at \$150.00;
- Television adaptor for use with Tenant's hearing aids, valued at \$500.00;
- Dewalt bluetooth radio, valued at \$450.00;
- Hair clippers valued at \$100.00;
- Miscellaneous items including dishes, pots and pans; valued at \$500.00

At the hearing the Tenant requested the Landlords be ordered to return the above items to the Tenant within 15 days, or compensation in the amount of \$2,450.00 be awarded to the Tenant towards the cost to replace the above items.

31. Based on the Tenant's uncontested testimony and the description of the items by the Tenant, I accept the Landlords have illegally retained the above noted items. As the items were retained by the Landlords in August 2024, it is unknown if the Landlords are still in possession or control of these items. The Landlords did not attend the hearing so this confirmation could not be obtained. I do not find it would be appropriate to order either the return of the items, or reimbursement to the Tenant in lieu of the items not being returned. It is unknown what the condition of these items are, or if they are still within the possession or control of the Landlords. Therefore, I find the Landlords must pay the Tenant the reasonable costs to replace the above items as set out below.

32. I find that the Landlords must pay the Tenant \$2,300.00, which is the reasonable costs that the Tenant will incur to replace the property which was retained by the Landlords. This amount includes \$750.00 for the 50- inch smart television, \$150.00 for the external drive for the television, \$500.00 for the television adapter for use with the Tenant's hearing aids, \$450.00 for the Dewalt Bluetooth radio, \$100.00 for hair clippers, and \$350.00 for dishes, pots, and pans. The Tenant claims \$500.00 for the dishes, pots, and pans, but I find \$350.00 is reasonable for the cost to replace these items.

Administrative Fine

33. I find that the Landlords must pay an administrative fine to the Landlord and Tenant Board in the amount of \$3,000.00. I find this amount to appropriate and to deter the Landlords from acting in a manner in the future which contravene the requirements set out within the Act. I find the behaviour of the Landlords is egregious and the Landlords have

demonstrated a blatant disregard for the requirements set out within the Act. The Tenant is a vulnerable person. He is a senior citizen who has suffered a stroke and lives alone, relies on a fixed income from a pension, and requires technological aids to assist him with his hearing. I accept that the illegal eviction by the Landlords on August 23, 2024 was a traumatic experience. I accept that a police officer told the Tenant that the Landlords did not want the Tenant living there. The Tenant left the rental unit on that date on his mobility scooter with no other place to move to and without his belongings. The Tenant attempted through his legal representative to communicate with the Landlords on two occasions as supported by the November 8, 2024 email and the November 12, 2024 letter from the Tenant's legal representative to the Landlords which request that the Landlords return the Tenant's belongings but the Landlords were non-responsive.

General damages

34. The Tenant claims \$10,000.00 in general damages for pain and suffering caused by the Landlord's illegal eviction. The Landlord and Tenant Board has the authority to grant such an award pursuant to section 31(1)(f) of the Act. I find the Tenant is entitled to \$5,000.00 in general damages. I find this amount is appropriate because I accept that the illegal eviction and the way it was carried out by the Landlords would have caused the Tenant to experience shock and distress and also placed the Tenant in an immediate situation of placing his safety and wellbeing at risk as a result of not having another place to move to and not having all of his belongings. The Landlords refused to return some of the Tenant's belongings and advised that once he paid the Landlords the rent he owed, they would consider returning his television. This contravenes s. 40 of the Act
35. I accept the Tenant's testimony that the illegal eviction and retention of the Tenant's property by the Landlords had a negative impact on his mental health and wellbeing. While the Tenant did not produce any medical documentation, I accept the Tenant's testimony which I found to be credible that he was hospitalized in August 2025 for a suicide attempt which was due to the illegal eviction that happened one year earlier. I accept this had a cumulative effect on the Tenant. This is because the Tenant was not able to get many of his belongings back which are retained by the Landlord. I accept that the Tenant cannot afford to pay out of pocket to replace these items because he relies on a pension. I accept that the Tenant being forced to move out of a one-bedroom apartment with a separate kitchen and bathroom and move into a place where he rents a single room and shares a kitchen and bathroom on the outskirts of Smith's Falls was not something the Tenant ideally wanted but it was what the Tenant could afford.
36. The Landlords must also pay the Tenant \$48.00 for the cost of the application filing fee.

It is ordered that:

1. The total amount the Landlords shall pay to the Tenant is \$7,348.00. This amount represents:
 - \$2,300.00 for the reasonable costs that the Tenant will incur to replace the property that was retained by the Landlords;
 - \$5,000.00 for general damages; and
 - \$48.00 for the cost of filing the application.

2. The Landlords shall pay the Tenant the full amount owing by March 10, 2026.
3. If the Landlords do not pay the Tenant the full amount owing by March 10, 2026, the Landlords will owe interest. This will be simple interest calculated from March 11, 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.
5. The Landlords shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$3,000.00 by March 10, 2026.

February 10, 2026

Date Issued

Kimberly Parish

Vice Chair, 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.

Payment of the fine must be made to the Landlord and Tenant Board by the deadline set out above. If not paid, the outstanding amount may be sent to a collection agency and/or the party owing the money may not be permitted to file a new application until it is paid in accordance with section 196 the Act.

The fine can only be paid by money order, bank draft or certified cheque payable to the "Minister of Finance". The payment can be mailed or couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.