



Order under Section 31 Residential Tenancies Act, 2006

Citation: KANDASAMY v BALACHANDRAN, 2026 ONLTB 13662

Date: 2026-02-12

File Number: LTB-T-065927-24

In the matter of: 28 BRODEN CRES
WHITBY ON L1P0M1

Between: VIJAYAKANTHAN KANDASAMY
CONSTANCE VIJAYAKANTHAN Tenants

And

BREVIN BALACHANDRAN
KALPANA KUMARASALAM Landlords

VIJAYAKANTHAN KANDASAMY and CONSTANCE VIJAYAKANTHAN (the 'Tenants') applied for an order determining that BREVIN BALACHANDRAN and KALPANA KUMARASALAM (the 'Landlords'):

- entered the rental unit illegally.
- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenants replacement keys.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenants.

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

The Landlords, BREVIN BALACHANDRAN and KALPANA KUMARASALAM ("KK"), the Landlords' Legal Representative, Thirusenthuran Sivapatham, the Tenants' Legal Representative, Shaukat Malik, and the Tenants, VIJAYAKANTHAN KANDASAMY ("VK") and CONSTANCE VIJAYAKANTHAN, attended the hearing.

Determinations:

1. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Tenants allege that the Landlords changed the locks to the rental unit on April 22, 2024 and stole the Tenants' jewelry.

3. There is no dispute that the parties were before the Board earlier that day on April 22, 2024 for LTB-L-095140-23. LTB-L-095140-23 is a L1 application. The parties participated in mediation and an order on consent was issued on May 3, 2024. The order terminated the tenancy as of April 15, 2024, the date the Tenants moved out of the rental unit.
4. The *Residential Tenancies Act*, 2006 (the “Act”) is clear with respect to when a landlord may retain, sell, or dispose of any property or belongings of the tenant. Subsection 41(6) of the Act states that a former tenant may bring an application to the Board where the landlord breaches their obligations regarding disposal of the tenant’s property, but only where the tenant has been evicted by an order of the Board, that was enforced by the Sheriff. Where the Sheriff has evicted a tenant, the landlord must make the tenant’s property available to be retrieved for 72 hours after the Sheriff eviction.
5. There is no dispute that there was no eviction order in this case and as a result there was no Sheriff eviction carried out. Therefore, the Landlords had no obligation to make the Tenants’ possessions available or to return them to the Tenants in accordance with subsections 41(2), (3) or (6) of the Act.
6. Even if the parties had an understanding that the Tenants were to return the keys to the rental unit on April 23, 2024, that agreement is not subject to the Act; there are no provisions of the Act that govern such an agreement after the tenancy has ended. Subsection 41(1) of the Act states that a landlord may sell, retain or otherwise dispose of the property in the rental unit, if the unit was vacated in accordance with a notice of termination or an agreement to terminate the tenancy or an order of the Board terminating the tenancy or evicting the tenant.
7. Based on the evidence and submissions by the parties, I find that the tenancy ended on April 15, 2024 and this termination is confirmed in order LTB-L-095140-23. As such, any agreement that the Tenants and Landlords may have entered after the tenancy terminated on April 15, 2024 and any dispute between the parties after the tenancy terminated on April 15, 2024 is not within the jurisdiction of the Act. As such, I do not have the jurisdiction make an order for this claim.
8. In the alternative, I would have dismissed the Tenants’ application as I find that the Tenants have not met their burden of proof.
9. The Tenants provided no documentary evidence to support the allegation that the Landlords or someone on behalf of the Landlords, stole their jewellery. The Tenants did not provide a police report or summons the police officer(s) that attended to the rental unit and responded to the occurrence on April 22, 2024. VK acknowledged that he did not follow up with the police about the alleged theft or file a report about the missing jewellery. Given the high monetary and sentimental value of the jewellery, I find it odd that there was no follow up done regarding the jewellery by the Tenants until the Tenants filed the application with the Board on August 15, 2024.
10. Apart from the conflicting testimonies from VK and KK, there is nothing to support the proposition that the Tenants had their jewellery at the rental unit and that the Landlords stole the jewellery on April 22, 2024. When the burden of proof rests on the Tenants and this kind of evidentiary “tie” occurs, it means that the Tenants have failed to meet the

burden of proof. In other words, I am not convinced that the Tenants has established, on a balance of probabilities, that Landlords stole the Tenants' jewellery on April 22, 2024.

It is ordered that:

1. The Tenants' application is dismissed.

February 12, 2026

Date Issued

Vicky Liu

Member, Landlord and Tenant Board

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