



Order under Section 31 Residential Tenancies Act, 2006

Citation: Loucks v Apex Property Management, 2026 ONLTB 15181

Date: 2026-02-17

File Number: LTB-T-004234-26

In the matter of: 5, 2268 Victoria Ave
Windsor ON N8X1R1

Between: Jeffrey Ramon Loucks Tenant

And

Apex Property Management Landlord

Jeffrey Ramon Loucks (the 'Tenant') applied for an order determining that Apex Property Management (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.

This application was heard by videoconference on February 10, 2026.

Only the Tenant attended the hearing.

As of 9:15 am, the Landlord was 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. Therefore, the Landlord must pay the Tenant \$6,345.80 as well as refrain from the activities described below.

Tenant's Evidence

2. The Tenant testified that the residential complex is a home that he rents a room in.
3. The Tenant testified that he and the other tenants were notified that Apex Property Management had took over the house and they were all provided with notices on their doors informing them that they must vacate the home.
4. The Tenant testified that the hydro to the entire residential complex was shut off on November 5, 2025, and that he was forced to have the utilities transferred into his name along with the amount owing to the hydro company in the amount of \$1,345.80. The new Landlord assumed the hydro account on November 14, 2025, but they have not reimbursed him for the amount he had to assume to have the hydro turned back on. A copy of the hydro bill was submitted as evidence.
5. The Tenant testified that employees of Apex Property Management attended the home on December 14, 2025, and refused to identify themselves while screaming that the tenants were squatters and trying to intimidate them.
6. The Tenant testified that the police were called, and they attended the home. The Landlord's employees told the police that the tenants were unauthorized occupants and received a police escort from unit to unit until the police were confronted that they were tenants and there was no order from the Board to end the tenancies. A copy of the Tenant's lease was submitted as evidence.
7. The Tenant testified that the Landlord attended the residential complex on December 22, 2025, and changed the locks to the main entrances of the building without providing new keys to the tenants. He further testified that he has never received a copy of the new keys and every time he leaves, he is locked out of the home until another tenant lets him in, which has resulted in him being locked out on two different times for hours in the cold.
8. The Tenant testified that although he is currently back in his unit, he is afraid to leave as it will result in him being locked out again because he still has not received keys to the main doors.
9. I find on a balance of probabilities that the Tenant has established the Landlord has committed the following breaches of the *Residential Tenancies Act, 2006* (the 'Act'):
 - 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.

Illegal entry

10. The Landlord illegally entered the residential complex on December 14 and December 22, 2025, without notice, consent or on an emergency basis.
11. Sections 26 and 27 of the Act set out how a landlord may enter a rental unit with and without notice. Section 26 provides that a landlord may enter without notice in cases of emergency or if the tenant consents to the entry at the time of entry. Section 27 permits a landlord to enter with written notice at least 24 hours before the time of entry in certain circumstances, such as for maintenance work, to do an inspection, or for any other reasonable reason for entry specified in the lease agreement.
12. Other than check each room to see if it is tenanted, the Landlord did not inspect the complex and attend to complete any emergency work. Therefore, I find that the Landlord entered the rental unit illegally.

Altered locks

13. The Landlord illegally changed the locks on December 22, 2025, without providing the Tenant a replacement key.

Substantial interference

14. By changing the locks and failing to provide the Tenant with a key, the Landlord is substantially interfering with the reasonable enjoyment of the unit, by causing the Tenant to be fearful of leaving his unit and being locked out of his unit.

Harassment, etc.

15. I find the Landlord's conduct of posting notices that the Tenant must vacate his unit with no authority to order it, attend the property to harass or intimidate to gain possession of the unit and change the locks to try to prevent the Tenant from gaining access to the residential complex and his unit demonstrate the Landlord harassing the Tenant.

Withheld or interfered with vital services

16. I accept the uncontested evidence that the Landlord disconnected the hydro to the residential complex on November 5, 2025, forcing the Tenant to put the utilities in his own name, despite his lease stating it is the responsibility of the Landlord, until the Landlord had the hydro converted back to their name on November 14, 2025. Furthermore, the Landlord failed to compensate the Tenant for the arrears he was forced to assume to have the hydro put in his name for the entire residential complex.

Remedies

17. The Landlord must stop the activities described below:

- The Landlord shall immediately provide the Tenant with replacement keys to the main door entrances.
- The Landlord shall not interfere in any way with any vital services.
- The Landlord shall not illegally enter the rental unit.

18. The Tenant has out-of-pocket expenses in the amount of \$1,345.80 because of the Landlord's actions in failing to transfer the hydro into their name, causing the Tenant to assume the arrears. The Landlord must pay the Tenant this amount.

Any other order that is appropriate

19. Since the Landlord changed the locks on December 22, 2025, the Tenant has been living in fear that any time he leaves the residential complex, he will return and be unable to enter until another tenant lets him back in. Twice since that time, the Tenant has been locked out of the complex and forced to wait out in the cold for hours.

20. I find that the Landlord has violated the Tenant's living conditions and their obligations under the Act. Therefore, I am ordering the Landlord to pay the Tenant an additional \$5,000.00 as general and compensatory damages for the fear they are forcing the Tenant to live in continually and the ongoing impact to him.

Administrative Fine

21. The Tenant also requests that the Landlord pay an administrative fine to the Board. Pursuant to section 31 (1)(d) of the RTA, a fine is one of the remedies I can award. Pursuant to the Board's interpretation guideline 16, a fine will only be appropriate if the Landlord has shown a blatant disregard for the RTA, and if other remedies will not provide adequate deterrence and compliance.

22. The Landlord in this case has shown a blatant disregard for the RTA. The question I must decide is whether the remedies awarded to the Tenant will provide adequate deterrence and compliance.

23. In this case, I am not satisfied that the total of \$6,345.80 awarded to the Tenant would be sufficient to deter the Landlord from similar conduct in the future. Therefore, I find that the Landlord must pay an administrative fine to the LTB in the amount of \$5,000.00.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$6,345.80. This amount represents:
 - \$1,345.80 for the reasonable out-of-pocket expenses the Tenant has incurred for the hydro arrears.
 - \$5,000.00 in general damages.
2. The Landlord shall pay the Tenant the full amount owing by February 28, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by February 28, 2026, the Landlord will owe interest. This will be simple interest calculated from March 1, 2026, at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by March 1, 2026, the Tenant may recover this amount by deducting \$600.00 from the rent each month from March 2026 to December 2026 and \$345.80 in January 2027.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.
6. The Landlord must refrain from interfering with vital services, changing the locks and illegally entering the residential complex.
7. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$5,000.00 by February 28, 2026.
8. The Landlord shall immediately supply the Tenant with replacement keys to the main doors.

February 17, 2026
Date Issued

Brenda Mercer
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.

Payment of the fine must be made to the LTB 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.