



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

**Citation:** Chaudary v Lall, 2025 ONLTB 93572

**Date:** 2026-02-19

**File Number:** LTB-T-095477-25

**In the matter of:** 3436 OLD ORCHARD PARK DR  
MISSISSAUGA ON L5B4C9

**Between:** Abdullah Ejaz Chaudary Tenant

**And**

Lochan Dexter Lall Landlords  
Tribecca Capital Corp

Abdullah Ejaz Chaudary (the 'Tenant') applied for an order determining that Lochan Dexter Lall and Tribecca Capital Corp (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 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.
- 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 2, 2025.

The Landlords Lochan Dexter Lall and his wife Omah Lall, the Landlords Tribecca Capital Corp's Representative Aaron Boghossian and Agent Rajan Kaushal and the Tenant attended the hearing.

### **Preliminary Issue:**

1. The Landlord Lochan Dexter Lall (LL) claimed the Act did not apply as the Tenant shared the kitchen and bathroom with the Landlord.

2. The Tenant testified that the Landlord had an exclusive bathroom which the Tenant had no access to and were not permitted to use the kitchen on the main floor, the tenants had a full kitchen in the basement.
3. LL agreed that the Tenants were not to use the kitchen or the powder room on the main floor.
4. Based on the uncontested evidence before me, I find that the Tenant did not share a kitchen or a bathroom with the Landlords and therefore the Act applies.

#### **Determinations:**

5. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord Lochan Dexter Lall must pay the Tenant \$1,948.00.
6. At the start of the hearing, the Tenant submitted that he was no longer seeking possession of the unit and that he had been able to retrieve all his property.

#### **Tenant's Evidence**

7. The Tenant testified that on November 7, 2025, with no warning, the Landlord's wife called him to tell him that the Sheriff had locked them out of the house and that he was not going to be provided access to his belongings.
8. The Tenant testified that he was aware that the Landlord was in court proceedings about the house but that the Landlord assured him that the Tenant would not be affected. He further testified that the Landlord never told him about the Sheriff or the writ.
9. The Tenant testified that he is seeking \$1,500.00 for the balance of November's rent and his last month's rent deposit.
10. The Tenant further testified that he is seeking \$400.00 in out-of-pocket expenses for the gas of the 40 km he had to travel back and forth due to being locked out and food, clothes and hygiene products he had to buy until he was able to access his property.

#### **Landlord's Evidence - Lall**

11. The Landlord's wife Omah Lall (OL) testified that she is on the second mortgage of the house, which was being used for collateral for another property in Toronto.
12. OL testified that the mortgage on the Toronto property defaulted and a Court Judgement gave the property to Tribeca on May 21, 2025.
13. OL testified that they had filed an appeal, but it was not perfected and the Sheriff came to the home on October 24, 2025 with the notice to vacate.
14. OL testified that she told the Sheriff that there was a stay and that there were tenants in the home and the Sheriff told her that she could file a motion.

15. OL testified that a motion was filed but it was denied and then she wrote to the Sheriff telling him that the tenants are appealing and should not be affected.
16. OL testified that Tribeca may not have known about the tenants in the Mississauga property because they only requested the tenant information for the Toronto property.

### **Landlord's Evidence – Tribeca Capital Corp.**

17. The Representative for Tribeca submitted that LL was aware of the judgement on May 16, 2025, 6 months prior to the lock-out.
18. The Landlord's Representative further submitted that LL was aware of the pending lock-out when the Sheriff attended and provided notice on October 24, 2025.
19. The Landlord's Representative submitted that it was LL who did not inform Tribeca of the tenants and failed to tell the tenants of the pending eviction. A copy of an affidavit for OL was submitted into evidence in which the home was referred to as a family home and there was no mention of tenants.

### **Analysis**

20. Based on the evidence and testimony before me, I find that the Landlord Lochan Dexter Lall failed to inform the Tenant of the impending eviction and therefore caused the Tenant to be locked out of the rental unit and substantially interfered with the Tenant's reasonable enjoyment of the rental unit or residential complex.
21. I do not find that Landlords illegally entered the unit or changes the locks, but I do find that the Tenant being locked out and denied access to his possessions was a direct result of LL not providing the Tenant with any notice of the impending lock-out which would have provided the Tenant with an opportunity to find alternative housing.

### **Remedies**

22. The Tenant has out-of-pocket expenses in the amount of \$400.00 because of the Landlord's actions. The Landlords must pay the Tenant this amount.
23. The Tenant is owed the balance of the rent for the month of November 2025 and the return of his last month's rent deposit, as the eviction was of no fault of his own, therefore, I find that a rent abatement of \$1,500.00 is appropriate in the circumstances.

### **It is ordered that:**

1. The total amount the Landlord Lochan Dexter Lall shall pay the Tenant is \$1,948.00. This amount represents:
  - \$1,500.00 for a rent abatement.
  - \$400.00 for the reasonable out-of-pocket expenses the Tenant has incurred.
  - \$48.00 for the cost of filing the application.

2. The Landlord Lochan Dexter Lall shall pay the Tenant the full amount owing by March 1, 2026.
3. If the Landlord Lochan Dexter Lall does not pay the Tenant the full amount owing by March 1, 2026, the Landlord will owe interest. This will be simple interest calculated from March 2, 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.

**February 19, 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.