



Order under Section 31 Residential Tenancies Act, 2006

Citation: Mena Lopez v Gal, 2026 ONLTB 16041

Date: 2026-02-20

File Number: LTB-T-057890-24

In the matter of: BASEMENT, 399 OAKWOOD AVE
YORK ON M6E2W1

Between: Martha Elena Mena Lopez

Tenant

And

Mark Eytan Gal
Connie Herrera

Landlords

Martha Elena Mena Lopez (the 'Tenant') applied for an order determining that Mark Eytan Gal and Connie Herrera (the 'Landlords'): altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys; and harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on February 11, 2026.

The Landlords, the Landlord's representative Brenda Rizzo, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Harassment

2. In the application, the Tenant alleges that the Landlords harassed, obstructed, coerced, threatened or interfered with them after the Tenant asked for pest control treatments to be conducted in the unit. This claim was dismissed in the hearing because there was no associated remedy claimed in the application.
3. Additionally, as a remedy, the Tenant also asked that the Landlords be barred from ever acting as landlords in the future. This is not a remedy which I have jurisdiction to consider under section 31 of the *Residential Tenancies Act, 2006* (the 'Act').

Altered locks

4. The Tenant's application alleges that they voluntarily vacated the rental unit on July 12, 2024 in order to travel abroad for medical treatment. The Tenant alleges that the Landlords agreed to ship or arrange pickup of the belongings which were left behind after vacating. Instead, the Tenant alleges that the Landlords changed the locks to the rental unit, refused to allow the Tenant's friends to pickup their remaining belongings, and ignored the Tenant's attempts to make moving arrangements.
5. The Landlords testified that they never changed the locks to the rental unit, and that during a visit to the rental unit on July 15, 2024, they only saw coat hangars and empty bottles of shampoo left behind.
6. On cross-examination of the Tenant, the Tenant also stated that no one was supposed to visit the rental unit after they left, and that they had no plans to personally return.
7. The Landlords did acknowledge that they were unavailable by phone during a two-week period after the Tenant vacated, however I have no corroborating evidence before me to suggest that the Landlords ever disposed of the Tenant's belongings, or actually altered the locking system on a door giving entry to the rental unit, without giving the Tenant replacement keys. In addition, in the hearing the Tenant was unable to assign a dollar value to the items allegedly lost, though the application itself lists \$50,000.00 in compensation. Based on limited evidence before me, I am not satisfied that the Tenant has proven their claim on a balance of probabilities.

Adjournment request

8. I also note that part way through the hearing, and after the Tenant had provided the majority of their testimony, the Tenant requested an adjournment on the basis that they never received notice of the hearing. Notice of the hearing was emailed to the parties on November 6, 2025. The notice was sent to an email address which the Tenant actively uses. The adjournment request was denied. The Tenant appeared to be seeking an adjournment in order to have an opportunity to file additional evidence or call witnesses.

It is ordered that:

1. The Tenant's application is dismissed.

February 20, 2026
Date Issued

Madeline Ntoukas
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.