



Order under Section 31 Residential Tenancies Act, 2006

Citation: Madzavrakos v Bucan, 2026 ONLTB 17156

Date: 2026-02-24

File Number: LTB-T-100294-25

In the matter of: 704, 75 Cosburn Avenue
Toronto ON M4K2G1

Between: Evangelos Madzavrakos Tenant
George Terzis

And

75 Cosburn Apts Landlord

Evangelos Madzavrakos and George Terzis (the 'Tenant') applied for an order determining that 75 Cosburn Apts (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 December 15, 2025.

The Landlord's Agent Kathy Bucan and the Tenant's Agent William Gouzellis attended the hearing.

Determinations:

1. The Landlord's Agent requested that they be removed as a party to the proceedings. They are an employee of 75 Cosburn Apts.

2. Pursuant to Rule 1.6 b. of the Board's Rules of Procedure, I granted the request to removed Kathy Bucan as a personal respondent.
3. I note that the Tenant uploaded additional documents to the portal after the hearing. Post hearing submissions were not requested and therefore not given any consideration.
4. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay compensation to the Tenant.
5. The parties agreed that the Tenant was put back in possession of the rental unit on December 12, 2025.
6. The Landlord stated that there had been a fire in the unit, that the City had issued an order to repair, and that there had not been an order to deny occupation. They alleged that a text message from the City and the order to repair amounted to an order from the City to deny occupation to the Tenants.
7. The City to order to repair was issued on November 7, 2025. DOC-6985589. A further order was issued on November 12, 2025. DOC-6985595.
8. The November 12, 2025 order indicates that there was damage due to a fire on the balcony. The order only directs the Landlord to "immediately prevent access to the balcony from within the dwelling unit.
9. The Landlord stated that the balcony railing, the balcony door and windows had been damaged by the fire. The photo at DOC-6988428 does appear to show the window is completely missing, and outside of the balcony door appears to be burnt. The sofa in the photo does appear to have some debris on it, however it does not appear to be burnt debris. Otherwise, the sofa does not appear to be damaged by the fire. (what cannot be determined in the absence of other evidence is the extent if any caused by smoke damage).
10. The Landlord therefore admitted that the Tenant had been locked out till the unit was repaired and the keys returned on December 12, 2025.
11. The Landlord admitted that they had removed and disposed of a sofa during the remediation of the unit.
12. The Tenant disagreed with the Landlord. They submitted that they had removed the sofa's and cleaned the unit. They stated that the Landlord had placed the burnt debris inside the unit, and that is what caused the damages to the sofa, carpet and curtains.
13. The Tenant was seeking reimbursement for two sofas, a carpet and the curtains.
14. The Landlord referred to a photo at DOC-6988428 that only shows the presence of a single sofa.
15. The Landlord stated that any losses incurred by the Tenant the Tenant should have had tenant insurance in place to reimburse the Tenant.
16. The Tenant confirmed that they do not have tenant insurance.

17. In my view, where the Landlord locked out the Tenant, and retained full care and control of the rental unit, they became responsible for anything they or their agents do. In this case, the Landlord admitted that they had removed and disposed of the sofa. They could have stored the sofa and returned it to the Tenant, but instead they unilaterally decided to dispose of it.
18. The condition of the carpet as seen in the photo a DOC-6988428 does show significant debris including what appears to be smoke covered debris or ash. As a result, it is likely that the carpet was not salvageable and ought to have been disposed of.
19. The photo shows the extent of the damage to the window, appears to be completely destroyed, there is no frame or glass. Therefore, it is likely that the curtains were damaged or destroyed by the fire or the response to the fire.
20. Therefore, I find that the Landlord is responsible for the loss of the sofa that they admitted that they had disposed of. I am not satisfied that the Landlord should be responsible for the other items claimed.

Remedies

21. The Landlord submitted that if the Tenant had tenant insurance that it would have reimbursed them. However, the Landlord did not lead any evidence to show that a tenant insurance policy would have insured the tenant for the actions of the Landlord in removing and disposing of the sofa. In para 106 Equity Builders Ltd. Et al. v. Landlord and Tenant Board et al., 2025 ONSC 759 at paragraph 109, the Divisional Court found that the Landlord failed to show that mitigation was possible.

It is important to keep in mind that **the damages awarded by the Board are to compensate the Tenants for the Landlords' breaches of the RTA**. The Landlords did not put forward any evidence about what types of policies were available to the Tenants and **whether the policies would respond to damages caused by the Landlords' actions**. Even if a policy were to provide coverage for these types of damages, policies often include subrogation rights which would permit the insurer to pursue the Landlords for the amounts paid out under the policy. **The Landlords failed to establish that mitigation was possible in the first place.**

(Emphasis added)

22. The Landlord admitted that they had removed and disposed of the sofa. I am satisfied that in all the circumstances an amount of \$750.00 compensation for the sofa is appropriate.
23. The Tenant did not pursue a rent abatement at the hearing or any of the other remedies set out in the application.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$750.00. This amount represents:
2. \$750.00 for the estimated costs to replace the sofa.
3. The Landlord shall pay the Tenant the full amount owing by March 7, 2026.
4. If the Landlord does not pay the Tenant the full amount owing by March 7, 2026, the Landlord will owe interest. This will be simple interest calculated from March 8, 2026 at 4.00% annually on the balance outstanding.
5. If the Landlord does not pay the full amount owing my March 7, 2026, then commencing April 1, 2026 that Tenant shall be permitted to deduct the full amount from the lawful rent, until the full amount has been recovered.

February 24, 2026
Date Issued

Robert Patchett
Vice Chair, 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.