



Order under Section 31 Residential Tenancies Act, 2006

Citation: gen1@Mckenzie v McLean, 2026 ONLTB 17226

Date: 2026-02-26

File Number: LTB-T-091178-25

In the matter of: 45 Dashwood Crescent
Toronto ON M9V4E3

Between: Michelle gen1@Mckenzie Tenant

And

Raneil McLean Landlord
Tamika McLean

Michelle gen1@Mckenzie (the 'Tenant') applied for an order determining that Raneil McLean and Tamika McLean (the 'Landlord'):

- 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 November 18, 2025.

The Landlords, the Tenant's Representative Eloho Aideyan and the Tenant attended the hearing.

The parties consented to Apex Property Management (Apex) being removed as a party to this application and Apex Property Management paying to the Tenant \$10,000.00 on or before November 25, 2025, which shall be delivered to the Tenant's Representative at Rexdale Community Legal Clinic.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay \$69.00 to the Tenant.

Tenant's Evidence

2. The Tenant testified that she had lived in the rental unit for 6 years until she received a call from Apex telling her that someone was coming to change the locks.
3. The Tenant testified that she left her house on September 24, 2025, and when she returned, the Landlord has turned off the hydro and the unit was in complete darkness and the hydro remained off until September 27, 2025, when the City forced the Landlord to reconnect it.
4. The Tenant further testified to events between October 15, 2025, through to October 29, 2025, all dealing directly with Apex, which included being tricked to vacate the unit and then being locked out of the unit and prevented from returning or providing her access to her property.

Landlord's Evidence

5. The Landlord Raneil McLean (RM) testified that they had lost the house and it was being taken over by the second mortgage holder.
6. RM testified that they had tried to sell the house to prevent losing it, but the sale was not completed because the Tenant refused to move out.
7. RM testified that they lost possession of the property and returned the keys to the mortgage company in early October 2025, at which time the mortgage company and Apex had control of the property.
8. RM testified that they did disconnect the Tenant's hydro out of frustration as they were losing the house and the Tenant was not cooperating with them.
9. RM testified that they never provided the Tenant with proper notice to vacate the unit but that the Tenant knew they were losing the property and they believed the Tenant, who they thought of as family, was going to move out as they had verbally agreed.
10. RM further testified that they stopped collecting rent from the Tenant in July 2025, so the Tenant could use that money to help her find alternative housing.
11. The Landlord Tamika McLean (TM) testified that from the time they found out that they were losing the house, they kept the Tenant informed and that they were unaware of Apex's intention of locking the Tenant out or removing her belongings.

Analysis

12. In addressing compensation, it is uncontested that the Tenant dealt directly with Apex on behalf of the second mortgage holder who had taken over possession in October 2025. As the Tenant and Apex had resolved that portion of the application prior to the hearing, I will not be readdressing the resolved portion of the Tenant's application, that being the illegal lockout and the removal of the Tenant's possessions.
13. Based on the Landlord's own evidence, the Landlord disconnected the hydro out of frustration in trying to have the Tenant vacate the unit.
14. I am satisfied that the Tenant went without hydro from September 24, 2025, through to September 27, 2025, and an abatement of 100% for that period will be granted in the amount of \$69.00.
15. It was uncontested that the Tenant did not pay rent to the Landlord for the months of July, August, September and October, therefore, I find that the Landlord did credit the Tenant the last months rent deposit.
16. I have considered all the evidence and oral testimony presented at the hearing and although I may not have referred to each piece of evidence, I have considered it when making my decision. This order contains all the reasons for my decision, and no further reasons will be issued.

It is ordered that:

1. The Landlord shall pay to the Tenant a rent abatement of \$69.00.
2. The Landlord shall pay the Tenant the full amount owing by March 9, 2026.
3. If the Landlord does not pay the Tenant the full amount by March 9, 2026, the Landlord will owe interest. This will be simple interest calculated from March 10, 2026, at 4% annually on the outstanding balance.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 26, 2026
Date Issued

Brenda Mercer
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.