



## **Order under Sections 31 and 69 Residential Tenancies Act, 2006**

**Citation:** LHKA Holdings Inc. v Monkhouse, 2026 ONLTB 13274

**Date:** 2026-03-03

**File Number:** LTB-L-070513-24 & LTB-T-066686-24

**In the matter of:** Upper Unit, 864 Millwood Rd  
Toronto ON M4G1W6

**Between:** LHKA Holdings Inc. Landlords  
Kristopher Aiken

**And**

Jessica Monkhouse Tenants  
Benjamin Logtenberg

LHKA Holdings Inc. and Kristopher Aiken (the 'Landlords') applied for an order to terminate the tenancy and evict Jessica Monkhouse and Benjamin Logtenberg (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenants

The Tenants applied for an order determining that the Landlords:

- entered the rental unit illegally.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household.

These applications were heard by videoconference on December 5, 2024 and June 25, 2025.

The Landlords, the Landlords' representative, Josheph Behar, the Tenants, and the Tenants' representatives, Tanya Raveendran (for the hearing on December 5, 2024) and Ana Harbuz (for the hearing on June 25, 2025), attended the hearing. Lindsay Storey attended the hearing as a witness for the Landlords.

**Determinations:**

1. Both the Landlords' and the Tenants' applications arise from a dispute the parties are having with respect to a portion of the residential complex.
2. The residential complex consists of three floors: basement, mainfloor, and second-floor.
3. The rental unit is primarily located on the second floor. The main floor is mostly occupied by a commercial tenant. The basement is divided into two separate areas, one of which is occupied by the commercial tenant, the second of which is used by the Tenants for laundry and storage.
4. There is a hallway at the back of the building on the main floor exterior to the commercial unit (hereinafter the "back hallway"). There is a stairwell inside this back hallway that runs up to the second floor to a doorway which enters into an area on the second floor which is undisputedly part of the rental unit. There is a second stairwell in the back hallway which runs down to the basement area used by the Tenants for laundry and storage. There is a doorway from the commercial unit that opens into the back hallway. The back hallway also has two exterior doors: one directly across from the doorway from the commercial unit exiting towards the back exterior of the building, and another exiting the end of the back hallway at the side of the building into the exterior alleyway.
5. It is the use of the back hallway that forms the basis of both the Landlords' application and the Tenants' application. The Tenants claim that this area forms part of the rental unit and that the Landlords entry into this area constitutes illegal entry and that the Landlords movement of items the Tenants stored there constitutes substantial interference. The Landlords maintain that the back hallway is shared space and that the Tenants have substantially interfered with the Landlords' reasonable enjoyment or lawful right, interest, or privilege in their use of this area.
6. The Tenants testified that they moved into the rental unit in September 2022. They said that Lindsay Story, the Landlords' realtor/relative, showed them the rental unit prior to the commencement of the tenancy. They said that she showed them the second floor where the rental unit is primarily located, the back hallway, and the basement area used for laundry and storage. They said that she did not identify that the use of the back hallway was shared and they said that she pointed out the padlock on the door going from the back hallway into the commercial unit (i.e. on the back hallway side of the door) and said this was an added security measure for the Tenants' benefit.
7. The Tenants further testified that at the top of the stairs going from the back hallway to the second floor there was a keyed doorway entering into the area that was undisputedly part of the Tenants' rental unit, but that it did not work properly.
8. The Tenants testified that they used the back hallway for storage without interruption until August 2024 at which point in time the Landlords, who, subsequent to the commencement of the tenancy, had commenced using the commercial unit for his own business, moved some of the Tenants items in the back hallway and started storing the Landlords' items in the back hallway. The Tenants said that they noticed that the padlock on the door going

from the back hallway into the commercial unit was no longer there at this time, but they could not say when it had been removed. The Tenants complained to the Landlords about the Landlords' use of the back hallway and interference with their possessions. The Landlords subsequently told the Tenants that they could not use the back hallway to store any of their items and required them to remove their items. The Landlords also served the Tenants with an N5 notice of termination with respect to the Tenants' use of the back hallway and commenced these proceedings to terminate the tenancy.

9. Kristopher Aiken testified that he removed the padlock on the doorway going from the back hallway into the commercial unit on September 30, 2022 when the commercial tenants ceased their occupancy of the commercial unit. He testified that he had been using the back hallway as a means of egress from the commercial unit (i.e. he would exit the door from the commercial unit into the back hallway and then exit the door from the back hallway to the exterior of the building) since the commencement of the tenancy, albeit infrequently. He also said that prior to August 2024 he had occasionally stored a box or two of his own items in the back hallway. He said that the fire department was unhappy with the amount of items being stored in the back hallway and that they directed him to ensure that there was clear passage through this area for fire safety reasons.
10. I did not find Lindsay Story's testimony to be of assistance in this matter as it did not corroborate or contradict the Tenants' testimony.
11. The residential tenancy agreement between the parties does not speak to the use of the back hallway. I do not find this fact to be supportive of either parties' position with respect to the back hallway.
12. Having considered the parties' testimony and the configuration of the residential complex, I find that the Tenants' rental unit begins at the bottom of the stairs going up to the second floor. I say this because the Tenants have a reasonable expectation of privacy and exclusive use from the bottom of these stairs upward.
13. I am not persuaded that the Tenants have exclusive use of the remainder of the back hallway. I say this because the doorway from the commercial unit into the back hallway and then to the outside is a fire escape route and the Tenants could not reasonably have expected to have exclusive use of this area. While I acknowledge the Tenants' testimony with respect to Lindsay Story pointing out the padlock as an added security feature, I am not persuaded that this indicated to the Tenants that they would have exclusive use of the back hallway given that this area was obviously necessary for fire safety egress. I am also mindful of the Tenants' argument regarding the Landlords having given notice and/or seeking the Tenants' permission to enter into the back hallway and stairs to the second floor area, however I found this to be simple courtesy rather than evidence that the Tenants had exclusive use of the back hallway.
14. Having found that the Tenants did not have exclusive use of the back hallway area, I do find that the Tenants had a reasonable expectation that they would be the only ones using the back hallway for storage. I say this because there is no evidence to suggest that the Tenants were told that they would be sharing storage in the back hallway with anyone else

and they had almost exclusive use of this area for storage for almost 2 years without difficulty. I am mindful of the Landlord's testimony that they occasionally left a box or two in this area since the commencement of the tenancy, however, I am not persuaded that the Tenants were aware of this or that it detracts from the Tenants reasonable expectation that they would be the only ones using this area for storage.

15. Given the above, the Tenants' claim with respect to illegal entry is dismissed because the Tenants do not have exclusive use of the back hallway area and the Landlord's application is dismissed because the Tenants are permitted to use the back hallway for storage (provided it does not interfere with fire safety).
16. I find the Landlords' moving of the Tenants' possessions in the back hallway constitutes substantial interference, however, I find this to be on the less egregious spectrum of substantial interference. As such, I find only a nominal abatement of \$100.00 to be warranted for this interference.
17. More significant is the Landlords' requirement that the Tenants remove all their possessions from the back hallway while storing their own possessions in the back hallway. While I find this behaviour to be heavy-handed and constituting substantial interference with the Tenants' reasonable enjoyment, it is tempered to some extent by the fact of the Tenants were storing too many items in the back hallway as evidenced by the photographs and the involvement of Fire Prevention. Having considered all of the circumstances in relation to this item, I find an abatement of \$500.00 to be appropriate.
18. I also find it appropriate to order that the Landlords to cease storing items in the back hallway and to order them to permit the Tenants to store items there provided they do not interfere with fire safety.

**It is ordered that:**

1. The Landlords' application is dismissed.
2. The total amount the Landlords shall pay the Tenants is \$648.00 representing a \$600.00 rent abatement and \$48.00 for the cost of filing the application.
3. The Landlords shall pay the Tenants the full amount owing by March 31, 2026.
4. If the Landlords do not pay the Tenants the full amount owing by March 31, 2026, the Landlords will owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
5. If the Landlords do not pay the Tenants the full amount owing by March 31, 2026 the Tenants may recover this amount by deducting \$324.00 from the rent for April 2026 and \$324.00 from the rent for May 2026.
6. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

7. The Landlords must refrain from storing their own items in the back hallway commencing April 1, 2026 (unless the Tenants permit them to do so).
8. The Landlords must allow the Tenants to store items in the back hallway provided it does not interfere with fire safety.

**March 3, 2026**  
**Date Issued**

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Richard Ferriss  
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.