



Order under Section 31 Residential Tenancies Act, 2006

Citation: Scott v Mota, 2026 ONLTB 19423

Date: 2026-03-13

File Number: LTB-T-004149-26

In the matter of: 216, 220 George
Sarnia, ON N7T4N9

Between: Dale Scott Tenant

And

Anthony Mota Landlords
Bonnie Brown
Xoana Corporation

Dale Scott (the 'Tenant') applied for an order determining that Anthony Mota, Bonnie Brown and Xoana Corporation (the 'Landlords'):

- 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.

This application was heard by videoconference on January 29, 2026.

The Landlords Anthony Mota ('A.M') and Bonnie Brown, and the Tenant attended the hearing.

Determinations:

1. For the reasons below, the Tenant's application is dismissed.
2. The Tenant filed their application on January 16, 2026.
3. Subsections 22, 23 and 24 of the *Residential Tenancies Act*, 2006 ('the Act') are relevant for the purposes of this application and they are as follows:

22 A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

23 A landlord shall not harass, obstruct, coerce, threaten, or interfere with a tenant.

24 A landlord shall not alter the locking system on a door giving entry to a rental unit or residential complex or cause the locking system to be altered during the tenant's occupancy of the rental unit without giving the tenant replacement keys

[Emphasis Added]

4. While harassment is not defined in the Act, the Board's *Interpretation Guideline 6* states that Board often adopts the definition from the *Human Rights Code, 1990*, which defines it as engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. While I am not bound by this Guideline, I see no reason to depart from it in these circumstances.
5. Given the plain reading of section 22 of the Act, the interference must be substantial, and both subsections 22 and 24 of the Act reference that the conduct by the Landlord must occur during a tenant's occupancy of the rental unit. With respect to the allegation of harassment, subsection 29(4) of the Act also references that the conduct by the Landlord to that occur during the Tenant's occupancy of the rental unit.
6. Since the Tenant filed their application, they bear the burden of proof of establishing on a balance of probabilities that the Landlords substantially interfered with their reasonable enjoyment of the rental unit or residential complex, the Landlords harassed, obstructed, coerced, threatened or interfered with the Tenants, and/or that the Landlords altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
7. There is no dispute between the parties that in September 2025, the Tenant signed a notice of termination ending his tenancy on September 30, 2025.
8. The Tenant testified that on October 1, 2025, the Landlord, A.M., stopped him from entering the building where the rental unit is located. A.M asked the Tenant to return the key to the rental unit and informed the Tenant that if the Tenant returned the key to the rental unit, A.M will let the Tenant retrieve his belongings from inside the rental unit. The Tenant later testified that he retrieved his belongings from the rental unit and then gave A.M the key to the rental unit. As I understand it, it is the Tenant's position that he still lived in the rental unit on this date. He claimed that he was pressured by the Landlords to vacating the rental unit, and that the Landlords did not allow him to go back into the rental unit afterwards.
9. The Tenant further testified that the reason he signed the notice of termination in September 2025 ending his tenancy for September 30, 2025, was because he was prevented by the Landlords from entering the rental unit. The Tenant's position is that there was no agreement to terminate the tenancy.
10. A.M. testified that the tenancy agreement started on December 9, 2023. A copy of the lease agreement was filed as evidence with the Board, and I take note the lease agreement references it was a fixed term tenancy till November 30, 2024. A.M claimed that

the Tenant resided in the rental unit for a year and a half, and that the Tenant's rental unit was subsidized. The rent was paid on behalf of the Tenant by various subsidy programs.

11. A.M. claimed that on September 2, 2025, he advised the Tenant that the Landlords had not received the rent for September 2025 and asked the Tenant whether the Tenant could inquire with his social workers as to the reason his rent was not paid. During this time, the Tenant informed the Landlords that he was vacating the rental unit end of September 2025. The Landlords then informed the Tenant that they wanted his confirmation in writing, so that they have a record of it in their system.
12. As I understand it, at some point during the day on September 2, 2025, A.M., learned from the Tenant's social workers that his subsidy had been terminated. A.M later encountered the Tenant in the building and advised the Tenant that he had a preprinted form – which I understand to mean a notice of termination and advised the Tenant that he can complete the form and sign it. The Tenant responded “sure”, after which, A.M., provided the Tenant with the form, and the Tenant signed it. It is the Landlords' position that the parties agreed to terminate the tenancy September 30, 2025, and that the Tenant was not coerced by the Landlords into signing the notice of termination, and they did not prevent the Tenant from entering his rental unit. A.M applied the Tenant's last month rent deposit to the period of September 2025.
13. A.M also testified that on October 1, 2025, at 10:00 a.m., as the Tenant was walking out of his rental unit, A.M spoke with the Tenant and advised him that he was supposed to move out yesterday (September 30, 2025), to which the Tenant responded that he was retrieving his belongings from the rental unit and then voluntarily handed A.M the key to the rental unit. At some point, A.M observed that the door to the rental unit had been left open, there were belongings inside the rental unit, and he later closed the front door to the rental unit. In the evening at approximately 5:00p.m., the Tenant returned to the building and requested whether he could have his rental unit returned to him to which A.M responded that the Tenant should contact his social workers to inquire whether his subsidy could be reinstated. A.M. also advised the Tenant that since the tenancy between the parties had terminated, a new lease agreement would need to be executed, and a new deposit would be required. The Tenant later left the building, and around 7:00p.m., A.M received a call from the police informing him that the Tenant was claiming he had been locked out of his rental unit. A.M. claimed that the police advised him to let the Tenant retrieve his belongings from the rental unit to which A.M. agreed. At approximately 7:30p.m., the police attended the building, but the Tenant did not show. A.M also testified that further appointments were scheduled by the Landlords to allow the Tenant to retrieve his belongings from the rental unit for October 5, 2025, and October 8, 2025, however, the Tenant did not show up.
14. A.M claimed that during the entire month of October 2025, he contacted the Tenant's program workers and informed them that the Landlords would be agreeable to reinstating the Tenant back into the rental unit and advised them of the Tenant's belongings in the rental unit. However, the social workers advised him they have not been able to establish contact with the Tenant.

15. At some point, A.M. then disposed of the Tenant's belongings, and On December 1, 2025, the rental unit was re-rented to a new tenant. The Landlords never heard from the Tenant until they received the Notice of hearing issued by the Board in January 2026.

Analysis

16. Based on the totality of evidence adduced at the hearing, I am not satisfied in a balance of probabilities that the Tenant has proven their claims that the Landlords either improperly pressured the Tenant into agreeing to terminate the tenancy (with respect to the claim of harassment/substantial interference), or locked the Tenant out of the rental unit while the Tenant was still occupying it. The Tenant did not provide sufficient details as to what specific conduct was performed by the Landlords that either prevented him from entering his rental unit (on September 2, 2025, and October 1, 2025) or constituted coercion into signing the notice to terminate the tenancy. This is evidence I would have reasonably expected the Tenant to adduce in support of his claims. Thus, I place little weight on his testimony.
17. Furthermore, the Tenant's evidence was also inconsistent. He testified that on October 1, 2025, A.M. told him that if the Tenant returned the keys to the rental unit, A.M., would then let the Tenant retrieve his belongings from inside the rental unit, but he later testified that he retrieved his belongings and then gave A.M. the keys to the rental unit. The two claims as to how the event transpired are inconsistent with one another. Due to the contradiction and the inconsistency in the Tenant's claim, I find his evidence to be unreliable. Thus, I place little weight on his testimony.
18. With respect to the claim of illegal lock out under subsection 24 of the Act, the Tenant did not provide any evidence that Landlords either altered the locks or caused the locking systems to be altered to the rental unit or residential complex during his occupancy of the rental unit. In fact, the evidence establishes on a balance of probabilities that the parties voluntarily agreed to terminate the tenancy, and the Tenant voluntarily vacated the rental unit because of the agreement.
19. I am mindful that the word "agreed" is not defined in the Act, but the meaning of an agreement is well established in the common law of contract. An agreement is formed when one party communicates an offer to the other, and the offeree communicates its acceptance. I agree with the analysis in *Dadiala v Griffin*, [2001] O.R.H.T.D. No 84, in which the Ontario Rental Housing Tribunal recognized that while a notice of termination under the Act must be in a form prescribed by the Act, an otherwise deficient notice of termination provided by a tenant can support a finding of the existence of an agreement to terminate a tenancy if it is accepted by the landlord. The landlord's acceptance must be unequivocal, and it must be clear that there is a meeting of the minds.
20. A.M claimed that on September 2, 2025, the Tenant advised him that the Tenant would be vacating the rental unit at the end of the month, to which he responded that a document would need to be signed for their record. The Tenant agreed and later signed the document provided by the Landlords. The Landlords then applied the last month's rent to the period of September 2025. The Tenant vacated the rental unit on October 1, 2025, and provided the Landlords the key to the rental unit. A.M also claimed that the Landlords did not coerce the Tenant into signing the notice or pressure him to vacate.

21. Clearly, the notice signed by the Tenant is not a 60-day notice thus it is not a valid notice of termination under subsection 44(2) of the Act. However, A. M's evidence suggests that the Landlords accepted the Tenant's offer to terminate the tenancy effective September 30, 2025, and that there was a clear meeting of the minds between the parties to terminate the tenancy as of that date. The Landlords advised the Tenant that they needed a document signed in writing for their records and the Tenant later signed the document which the Landlords had provided to the Tenant and this document was accepted by the Landlords. The Landlord's acceptance of the notice was unequivocal, and they also applied the last month's rent deposit to the period of September 2025. There was a clear meeting of the mind between the parties to terminate the tenancy
22. The Tenant did not seriously challenge the Landlords' evidence via cross examination and coupled with the reasons highlighted above in this order with respect to the reliability of the Tenant's evidence in this regard, I have no reason to doubt the credibility A. M's testimony. Thus, I accept A. M's evidence as it is credible and find that that the parties agreed to voluntarily terminate the tenancy for September 30, 2025, and that the agreement to terminate was not vitiated or voided. By voluntarily providing the key to the rental unit, the Tenant voluntarily gave up possession of the rental unit and was no longer in control over the rental unit effective October 1, 2025. Thus, I find that the tenancy was lawfully terminated on October 1, 2025, in accordance with subsection 37 of the Act and the Tenant vacated the rental unit on that date.
23. Pursuant to subsection 41(b) of the Act, a landlord may dispose of property in the rental unit, if the rental unit has been vacated in accordance with an agreement between the parties to terminate the tenancy. Since the tenancy was terminated in accordance with subsection 37 of the Act, the Landlords had the authority under subsection 41 of the Act to dispose of the Tenant.
24. With respect to the Tenant's claim that the Landlords prevented him from accessing the rental unit to retrieve his belongings after he had vacated, I find this claim has not been established. The Tenant did not provide sufficient evidence of *how* the Landlords prevented or obstructed the Tenant from accessing the rental unit after he vacated.
25. I accept A.M.s position that the Landlords did not prevent the Tenant from retrieving his belongings after he had vacated on October 1, 2025. His evidence was clear and cogent, and I have no reason to doubt the credibility or reliability of A. M's testimony. His evidence outlines that access was provided via appointments, for the Tenant to retrieve his belongings, but the Tenant did not show up to any of them. For the entire month of October 2025, the Landlords took measures to establish contact with the Tenant by contacting his social workers, but the social workers could not reach the Tenant. The Landlords did not hear from the Tenant until the notice of hearing was issued in January 2026. This is approximately 3 months after the Tenant vacated. Thus, it is more likely than not that the Tenant had abandoned his belongings. The Landlords had the authority under subsection 41 of the Act to dispose of the Tenant's abandoned belongings as the rental unit was vacated in accordance with subsection 41(b) of the Act.
26. This order contains all the reasons for my decision within it. No further reasons shall be issued.

27. For the reasons above, the Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

March 13, 2026
Date Issued

Inderdeep Padda
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.