



**Amended Order
Order under Section 31
Residential Tenancies Act, 2006
And Section 21.1 of the Statutory Powers Procedure Act**

Citation: Robson v Longhurst, 2025 ONLTB 37587

Date: 2026-03-19

File Number: LTB-T-015609-24-AM

In the matter of: 714392 1ST LINE EHS
Mono ON L9W5T6

Tenant

Between: Bryan Robson

And

Landlords

Brent Hollenbeck
Alison Hollenbeck

Bryan Robson (the 'Tenant') applied for an order determining that Brent Hollenbeck and Alison Hollenbeck (the 'Landlords'):

- 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.

This application was heard by videoconference on May 12, 2025. The Tenant, represented by Jennifer Lambe ('Representative'), attended the hearing.

As of 10:03 a.m., the Landlords were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

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.

This amended order is issued to correct clerical errors in the order issued on May 23, 2025.

Determinations:

Preliminary Issue:

1. On May 6, 2025, the Tenant's Representative filed with the Board a copy of an amended T2 application. The amended application sought to:
 - Correct the rental address of the rental unit;
 - Update the Tenant's current address;
 - Update the Tenant's Legal Representative and provide new contact information;
 - Add the purchasers of the rental unit to the application;
 - Clarify the calculations for the remedy of abatement of rent; and,
 - Clarify that the Tenant had been locked out on February 2, 2024.
2. The Tenant's Representative submits that a copy of the amended application was served on the Landlords in accordance with the Board's Rules.
3. Given that the Tenant's Representative attested that the amended application was served pursuant to the Board's Rules, I consented to the request to amend the Tenant's application.
4. However, the Tenant's evidence is that the property was sold to Landlords Brent and Alison Hollenbeck on April 19, 2024.
5. Section 18 of the *Residential Tenancies Act* (the 'Act') states that "covenants concerning things related to a rental unit or the residential complex in which it is located run with the land...." This is to say that the purchasers became the new Landlords by virtue of having purchased the rental unit.
6. As such, the Tenant's claim is amended to remove Carl Longhurst and this change is reflected in the style of cause.

Tenant's T2 Application

7. The Tenant's application is premised upon a T2 application alleging that the Landlords illegally locked out the Tenant. As explained below, the Tenant proved the allegations of contained in the application on a balance of probabilities. Therefore, the Landlords must pay to the Tenant \$6,900.00.

File History

8. The Tenant's T2 application was filed with the Board on February 23, 2024.
9. On March 1, 2024, the Board issued an order which included the following, in part:

Determinations:

[2] An order shall issue to preserve the tenancy pending a determination of the issues.

It is ordered that:

[2] The Landlord shall not re-rent the rental unit to another Tenant until this application is heard or the Board orders otherwise.

10. The matter was scheduled for an expedited hearing with a focus on determining whether the Tenant had been locked out of their rental unit.
11. On April 19, 2024, the matter was before the Board. At that time, the Tenant and his Legal Representative (who the Board notes is not the same representative who appeared before the Board on May 12, 2025), requested an adjournment because the parties had entered into settlement negotiations. This request was granted.
12. The matter was scheduled to return on December 2, 2024. The Tenant, now represented by John Lambe, attended the hearing. A second adjournment was requested because the rental property had been sold and the Tenant's Representative wished to amend the application to add the new Landlords. This adjournment request was granted.
13. The matter was then set down to return before me on May 12, 2025.

Illegal Lockout

14. The Tenant's evidence is that on February 2, 2024, the Tenant attended the rental unit to find the locks changed. He states that about a year earlier, he had purchased a home in Orangeville, which is a short distance away from the rental unit in Mono. However, he wished to continue in the tenancy because he wanted to renovate the Orangeville home and then rent it. His evidence is that his rent is very affordable at the rental unit, and he did not give up care or control of the rental unit.
15. While staying in Orangeville, the Tenant would attend the rental property generally once or twice a week and ensure that the property was in good order. It was during one of these attendances that he discovered the locks had been changed.
16. Despite the Board's interim order issued on March 1, 2024, the Tenant testified that the police would not assist him in gaining entry back into the rental unit although it is as to why this would be the situation or whether the Tenant attempted to resolve the matter with either the original or new Landlords.
17. Regardless, the rental property was sold in February 2024, and closed on April 19, 2022. The Tenant's submitted into evidence the records of the property having transferred to the current Landlords.
18. The Tenant's evidence is that he was never given any notice to terminate the tenancy pursuant to s.49 by either the former or new Landlords.

Harassment/Substantial Interference/Illegal Entry

19. The Tenant's claims regarding substantial interference and harassment are predicated on the same series of facts as the illegal lockout coupled with the lack of providing any notice of termination or compensation which would have due for a notice of termination served pursuant to s. 49 of the Act.
20. The illegal entries pertain to video footage that the Tenant observed of Landlord Longhurst's realtor entering the premises on many occasions without providing any notice of entry.

Relevant Provisions of the Act

21. Section 22 of the Residential Tenancies Act (the 'Act'), states that a Landlord shall not substantially interfere with a tenant's reasonable enjoyment of the rental unit for all usual purposes of the tenant.
22. Section 23 of the Act provides that a Landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.
23. Section 24 of the Act states that a Landlord shall not alter the locking system on a door giving entry to a residential unit.
24. Section 26 of the Act speaks to entry without notice in situations where there is an emergency or where the tenant consents to the entry at the time of entry.
25. Section 27 of the Act speaks to a landlord's right to enter the rental unit with notice, stating:

[27(1)] A landlord may enter a rental unit in accordance with written notice given to the tenant at least 24 hours before the time of entry under the following circumstances:

To carry out a repair or replacement or do work in the rental unit.

 1. To allow a potential mortgagee or insurer of the residential complex to view the rental unit.
 2. To allow a person who holds a certificate of authorization within the meaning of the *Professional Engineers Act* or a certificate of practice within the meaning of the *Architects Act* or another qualified person to make a physical inspection of the rental unit to satisfy a requirement imposed under subsection 9 (4) of the *Condominium Act, 1998*.
 3. To carry out an inspection of the rental unit, if,
 - i. the inspection is for the purpose of determining whether or not the rental unit is in a good state of repair and fit for habitation and complies with health, safety, housing and maintenance standards, consistent with the landlord's obligations under subsection 20 (1) or section 161, and
 - ii. it is reasonable to carry out the inspection.
 5. For any other reasonable reason for entry specified in the tenancy agreement.
26. Section 31(1) of the Act provides that remedies for a breach may include an order for abatement of rent, reinstatement of the tenancy, and the reasonable costs of replacing goods which were disposed of by the Landlord.
27. Section 49 provides the context in which a notice of termination may be given to a tenant where a purchaser wishes to have residential occupation of a tenanted rental unit and provides compensation to them.

Analysis

28. Given the Tenant's uncontested testimony that he attended the rental unit on February 2, 2024, to find that the locks had been changed and he could no longer gain access to the rental unit, I am satisfied that the locks were altered such that the Tenant could not enter the rental unit and that the Landlords were in a serious breach of the Landlords' obligations under the Act.
29. Further, I accept the Tenant's testimony that at no time was he provided with any notice of termination pursuant to s.49 of the Act nor compensation that would have been due and owing pursuant to s. 49 of the Act.

Remedies

30. The Tenant seeks the following remedies:

- Costs for items which were damaged, destroyed or disposed of totaling \$14,400.00;
- Abatement of rent for 12 months totaling \$4,800.00 (\$400/mo. X 12); and,
- Reinstatement of the tenancy.

Belongings that were Damaged, Destroyed or Disposed of

31. The Tenant provided a list of items which he was unable to retrieve because of the illegal lockout (Ex. 2). The Tenant testified that he had purchased several of the appliances in the rental unit, but also lists many household items such as furniture, beds and linens, and a security camera. The Tenant seeks the replacement value of these items because he stated he was forced to purchase new items to replace those that were lost due to the lockout.
32. When the Board reviewed the itemized list with the Tenant, he stated that the fridge and stove were purchased in 2018. Everything else the Tenant had in the rental unit, with the exception of the security camera, was an average of ten years or more old.
33. In *Bookman v. U-Haul Co. (Canada) Ltd.*, 2007 CanLII 37462, the Divisional Court provides that in cases involving breach of contract, the plaintiff should not be left in a position of enrichment; rather the damages awarded must take into account any depreciation of the lost goods that occurred as a result of use and the passage of time.
34. The Board is not a court of common law jurisdiction, and this is not a breach of contract case. The Act sets the parameters for remedies available to the Tenant and the common law is only helpful if it acts as a guide to how the Act should be interpreted. In that context subparagraph 31(1)(b)(i) says the Board may order "the reasonable costs that the tenant has incurred or will incur in repairing or, where repairing is not reasonable, replacing property of the tenant that was damaged, destroyed or disposed of" as a result of the Landlord's breach.

35. What this means is that the Board must look at the “reasonable costs” of replacing the Tenant’s lost goods. In other words, if it is possible and realistically feasible to purchase replacement items of the same age and condition as the Tenant’s, then that amount should be awarded; but if it is not possible or practicable to do that, then the Tenant is entitled to the amount it would take to replace the item even if that means purchasing a new one.
36. Many of the Tenant’s disposed of items were household goods which are generally easily found second hand. For them, I believe the Tenant is entitled to the amount he would have to pay to buy the same items of about the same age and in the same condition as the ones he had. This is akin to the depreciated value discussed in *Bookman*.
37. As the Tenant did not provide any testimony to the Board with regard to the replacement value of these items, rather he focused solely on the replacement value of these items, it is difficult to assess the appropriate replacement value of the goods.
38. Regardless, I find the proposed value of the kitchen set to be reasonable and in keeping with what might be expected to replace these items. As the security camera was practically brand new, I am satisfied that the security camera value is reasonable. Therefore, I accept the Tenant’s assessment of value of the following items:
- \$400.00 for kitchen table and chairs; and,
 - \$300.00 for security camera.
39. The remaining items include items which based on the Tenant’s evidence were almost all ten or more years old. Taking this into consideration, I have estimated the value between 30-50% for the replacement costs of the following items:
- Fridge and stove \$1,000.00
 - Microwave and storage cupboard \$100.00
 - Reclining Sofa \$750.00
 - Lazyboy Chair \$500.00
 - TV stand and sat receiver \$375.00
 - Freestanding stove with hearth \$1,500.00
 - Waterbed and dresser \$750.00
 - Double bed, dresser, chest and mattress \$1,000.00
 - Miscellaneous Linens \$225.00
40. The total the Landlords shall pay to the Tenant is \$6,900.00.

Abatement

41. The Tenant also seeks an abatement of rent for the period that he was locked out of the rental unit, the illegal entries, harassment and substantial interference with the Tenant’s reasonable enjoyment of the rental unit.

42. However, on the Tenant's own evidence, he was not paying rent for about 12 months prior to the lockout or following the lockout. His evidence was that he was not paying for rent because there were prior orders of the Board which Landlord Longhurst had been ordered to pay the Tenant for damages related to these prior applications.
43. The orders were not before the Board. However, given that it would be pertinent to review these orders, the Board gave the Tenant permission to provide the orders by way of post-hearing submissions which were provided on May 13, 2025.
44. Two orders were provided. The first, issued October 22, 2019 (HOT-05168-19), and the second issued on July 8, 2022 (HOT-08050-20). Both orders of the Board ordered the Landlord to conduct repairs and to pay the Tenant the costs of filing the application with the Board. There is no other award of damages which would offset rent.
45. An abatement of rent is a contractual remedy based on the principle that if you are paying 100% of the rent then you should be getting 100% of what you are paying for and if a tenant is not receiving the full value of what they are paying for, then they should be entitled to abatement equal to the difference in value.
46. Given that the Tenant did not pay for the rent for approximately one year prior to the lockout nor any rent since the lockout, no abatement can be awarded.

Reinstatement of the Tenancy

47. The Tenant also requests an order that the tenancy be reinstated pursuant to s. 31 of the Act. The remedy must flow from the Landlords' breach. In this matter, the breach was that of being locked out of the rental unit.
48. However, section 31(3) of the Act states that where the Board has made a determination that the Landlord altered the locking system on a door giving entry to the rental unit, the Board must be satisfied that the rental unit is vacant.
49. I am not satisfied that the Tenant proved, on a balance of probabilities, that the rental unit is vacant. The Tenant's evidence is that he has only seen some construction vehicles at the rental property and presumes it is being renovated. He has asked some neighbours, who report that the property has not been reoccupied.
50. However, this evidence is insufficient to establish whether the rental unit is occupied. The rental unit could very well be uninhabitable or being renovated for the purchasers' own use. As such, the Board cannot order the Tenant back into possession.
51. This order contains all of the reasons within it. No further reasons shall issue.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is \$6,948.00. This amount represents:
 - **\$6,900.00** for the reasonable costs that the Tenant has incurred to replace property that was disposed of as a result of the Landlord's actions.
 - \$48.00 for the cost of filing the application.

2. The Landlords shall pay the Tenant the full amount owing by May 27, 2025.
3. If the Landlords do not pay the Tenant the full amount owing by May 27, 2025, the Landlord will owe interest. This will be simple interest calculated from May 28, 2025 at 5.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.
5. The tenancy between the Landlord and the Tenant is terminated as of February 2, 2024.

March 19, 2026
Date Amended

Jane Dean
Member, Landlord and Tenant Board

May 23, 2025
Date Issued

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

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