



Order under Section 31 Residential Tenancies Act, 2006

Citation: Sokolov v Salehi-Rad, 2026 ONLTB 4253

Date: 2026-03-20

File Number: LTB-T-104628-25

In the matter of: 87 WORTHINGTON AVE
RICHMOND HILL ON L4E3Z5

Between: Ela Sokolov Tenant

And

Farshid Salehi-Rad Landlord
Sara Salehi-Rad

Ela Sokolov (the 'Tenant') applied for an order determining that Farshid Salehi-Rad ('FSR') and Sara Salehi-Rad (collectively, 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.

This application was heard by videoconference on January 2, 2026 and on January 27, 2026. The Tenant was represented by Evgeny Aptekar and assisted by an interpreter, Olga Apollonova. The Landlord was represented by Anome Mehrabian. The Landlord's daughter, Sheyda Salehi-Rad ('Sheyda'), attended the hearing as a witness for the Landlord.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must make the Tenant's belongings available to her as set out below, and must pay a fine to the LTB in the amount of \$5,000.00.

Overview

2. This tenancy was going to be terminated effective June 30, 2026 pursuant to an LTB order. The Landlord's L2 application LTB-L-030106-25 was heard on October 22, 2025. An order terminating the tenancy on June 30th, 2026 was issued on November 12, 2025.

3. The Landlord changed the locks to the rental unit without providing replacement keys between November 10th, 2025 and November 17th, 2025.
4. The Landlord's daughter and her family moved into the rental unit on or about November 11, 2025.
5. On November 17, 2025 the Tenant attended at the rental unit and discovered that she had been locked out. Her garage remote opener did not work. She was greeted by The Landlord's daughter and son-in-law. They had an altercation. Both parties testified about the altercation. I find the details to be inconsequential to this application and will not reproduce the parties' detailed evidence about it. Police were called and attended at the rental unit.
6. The Landlord takes the position that the Tenant had vacated the rental unit before the locks were changed and was holding the unit hostage demanding cash for keys. They argue the unit had been abandoned and/or the tenancy was terminated before the Landlord changed the locks.
7. There is no dispute that the Tenant did not pay rent in October and November 2025.
8. The main issue in dispute was whether the Tenant was still residing at the rental unit on the date the locks were changed and, if she was not, what impact this has on the outcome of this application.
9. There is no dispute that *some* of the Tenant's belongings were still at the rental unit.
10. As explained further below, I find that the Landlord changed the locks contrary to s. 24 of the Act but that the rental unit was no longer the Tenant's home. I do not find that she is entitled to any remedies other than the return of her limited possessions. I prefer the Landlord's evidence that the Tenant only had a few items left at the property.
11. As a general comment, I would strongly encourage both parties, and any landlords and tenants who find themselves in similar circumstances, to not behave the way this Tenant and this Landlord did. A tenant who finds a new place and intends to move out, should not play games and hold their rental unit hostage demanding cash for keys for a place they have no intention of occupying long term. This is contrary to the purposes of the Act and limits supply of housing. A landlord who finds themselves dealing with a tenant who is trying to play such games, would be wise to not self help and change the locks. Both parties should instead act reasonably, and in accordance with the Act. I hope that this order will discourage misconduct, bad faith, and attempts to abuse (or at the very least misuse) the Act and the LTB process by these and similar litigants in the future. A landlord who behaves the way the Landlord did may find themselves with an even higher fine. A tenant who behaves the way the Tenant did may find themselves liable for rent up to the date the locks were changed, may have to pay fines to the LTB, and/or have their application dismissed as abuse of process pursuant to s. 23(1) of the Statutory Powers Procedure Act, R.S.O. 1990. The Tenant and similar tenants may also wish to familiarize themselves with ss. 197(1) and 197(2) of the Act.

Tenant's evidence

12. The Tenant testified about the circumstances leading up to November 17th. I did not find her to be a credible witness. She was argumentative and evasive. Her evidence is inconsistent with what I usually see in cases of illegal lockouts and inconsistent with independent documentary evidence.
13. By way of a summary, she claims that she was temporarily out of the unit when the locks were changed. She was staying with her boyfriend, returned on Monday with her children in the car planning to start her week, discovered that locks had been changed, and was subsequently displaced. She is divorced and only stays at the house when the kids are with her.
14. She testified about the belongings she had at the rental unit. She said she had her bed with two dressers, clothes in the wardrobe, a few pieces of furniture in her daughter's room and her son's room along with some clothes. She had sofas, a kitchen table, and some chairs in the living room. In response to a direct leading question from her representative, she confirmed that she had other small items such as clothes, dishes and cookware.
15. Evidence 6967587 contains a photo of what the Tenant claims was her bedroom furniture. She says it was worth at least \$6,000 if she were to sell it. The Landlord claims that this photo was AI generated and points to some issues with it. I do not find that I need to make a determination about this issue. I prefer the Landlord's evidence that there was no such furniture at the property when the locks were changed. It is immaterial whether this bedroom set may have been at the property at some point and subsequently moved, or whether it never existed and the photo was generated by AI.
16. Document 6967595 contains a recording of living room furniture taken when she moved in. It is not helpful in establishing what she had at the rental unit in November 2025. The Landlord did not dispute that the Tenant had this furniture at the property at some point. What is in dispute, is whether this furniture was still at the property when locks were changed.
17. After the altercation on November 17th the Tenant booked a hotel room. She submitted a copy of her Expedia booking for November 17- 24, 2025, being document 6967586. The booking indicates that the total amount payable will be \$1,106.69. It directs the Tenant to "pay at the property". There is no independent proof that payment was ever made but the Tenant claims that she paid this amount. The Tenant claims that her children had a hard time processing this eviction and hotel stay and that they were seriously impacted as a result.
18. Document 7044583 contains a copy of what the Tenant claims is her new lease with her friend, Nataliya Lipkin for the basement unit at 37 Newbridge Ave. It is an unsigned document. Curiously, the signature dates on page 7 are pre-filled with November 16, 2025. According to the lease, the tenancy was to begin on November 21, 2025.
19. Natalia Lipkin did not attend the hearing to testify. The Tenant provided no proof of moving to 37 Newbridge Ave. She provided no proof of making rent payments to Natalia Lipkin. She provided no proof that 37 Newbridge is her new permanent address.
20. The Tenant said that she moved some things out of the house before she received the L2 order. She claims that these items (basement boxes and backyard furniture) were moved

to a friend's storage. She did not explain who the friend was, what the cost was and did not provide further detail. There is no documentary evidence to corroborate this story.

21. The Tenant was cross-examined about the many inconsistencies and implausibility's in her story. She was extremely argumentative, evasive and non-responsive. She could not provide a satisfactory explanation why her alleged lease was dated November 16th while she claims to have discovered the lockout on November 17th. She claims that she must have sent a wrong version to her representative. When pressed, she claimed that the lease was signed on her friend's request because the friend had buyers for the house and the buyers needed to see a lease.
22. She was confronted with document page 6 of 7048047 which shows that the property where the Tenant claims to be living was sold on November 27, 2025 with a closing date of February 13, 2026. The listing makes no mention of having a basement tenant. It states that the property is owner occupied. The Tenant did not provide a plausible explanation for this discrepancy. She claimed that the sale was still conditional and there were still some issues.
23. She could not explain why no proof of payment for a hotel was filed into evidence. She asked the Landlord to pose this question to the Tenant's legal representative instead.
24. She could not explain why her children are not in the video of November 17th altercation even though she testified that she had her children with her when she came to the house.
25. She was confronted with the fact that her driver's license lists 129 Deerwood Crescent as her address, not the rental unit and not even 37 Newbridge. She provided a long convoluted explanation that completely defies belief and common sense. She claimed that she changed her address in order to help out an employee who applied to rent 129 Deerwood and that she subsequently decided to use this address to receive correspondence which caused her to update her address on the driver's license. She was extremely evasive and argumentative at first and only provided this fantastical explanation after she was pressed on the issue. After re-direct she volunteered further fantastical detail. At that stage she claimed that using this address allowed her to obtain cheaper car insurance.
26. She was conveniently forgetful and argumentative when she was asked about the Landlord providing her with a reference letter in September 2025 and her telling the Landlord that she found a new place starting October 1, 2025. She was confronted with a copy of the lease on page 12 of the Landlord's document package. She refused to answer a question.
27. She was asked about not paying rent in October and November 2025. She provided two self-contradictory explanations. She claimed that the Landlord must have had cheques for these months but also claimed that she needed to save money and couldn't pay.
28. The Landlord attempted to serve the Tenant an N4 notice for non-payment in November 2025. It was returned to sender. The Tenant did not recall seeing the envelope.
29. The Tenant confirmed that she was served with a Landlord's notice of intent to enter and that she denied entry. This exchange took place in writing.

30. Page 91 of document 7039580 contains a copy of the Tenant's message to the Landlord demanding \$15,000 to move out by end of November. The Tenant said that the message was taken out of context and that she won't be commenting on it. She was asked whether she had been trying to force the Landlord to pay her money to agree to move out since the beginning. She refused to answer.

Landlord's evidence

31. I prefer the Landlord's evidence on the issue of whether the rental unit was the Tenant's home when the locks were changed. They provided detailed, internally consistent and logical evidence on this issue. It was supported by strong corroborating evidence. I find that this evidence was not seriously shaken or undermined by cross-examination.
32. FSR contacted the Tenant about an inspection on or about November 7th. The Tenant asked for an official notice. He sent her an official notice on November 9th. He entered the rental unit on November 10th. The Landlord noticed that the place was empty. The fridge and cupboards were empty, there was nothing in the closets. There was garbage in the kitchen. The smell was bad and there were fruit flies in the kitchen.
33. FSR provided persuasive corroborating video and date-stamped photographic evidence showing the state of the rental unit when he entered the unit (documents 7218723 and 7039371). The video shows a vacant main floor. Photos dated November 19th, 2025 show a mostly abandoned house with very few personal belongings left behind. FSR also provided hearsay evidence from a neighbour that the Tenant vacated on or about October 3rd. FSR claims that the neighbour did not testify out of fear of the Tenant, and that the Landlord did not speak to the neighbour until after he entered the property in November. I do not find this hearsay evidence necessary or reliable.
34. The Tenant never advised FSR that she had vacated the property, but she asked for a reference for a new rental. The Tenant did not pay rent in October or November 2025. He believes she left the house on or about October 3rd, on the last day of that rental period. FSR asked the Tenant to pay her rent. She did not reply and did not pay. The Tenant's only message was asking the Landlord to pay her a substantial sum of money. The Tenant argued that she could stay until June 30th and cost the Landlord a lot more if he didn't pay her. The Landlord prepared an N4 notice and attempted to serve it. It was issued November 6th. I do not find that it is more likely than not that the Tenant received this notice.
35. FSR was cross-examined about his claim that there were fruit flies. He had to admit that fruit flies are not captured in any videos or photos. He was asked about the video he took on November 10th. The Tenant argued that the video appeared staged/dramatized, in the sense that FSR clearly expected to see a vacant property before he started recording. FSR explained that he could see into the house through a transparent window near the main door. The house appeared to be empty. He admitted he didn't knock. The video is consistent with this explanation.
36. He was asked about police attendance and police report. He denied that he was contacted by police on November 17th.

37. He was asked about LTB interim order dated December 15, 2026 ordering the Landlord not to re-rent the rental unit. He was asked why he permitted his daughter to continue to occupy the rental unit. He was asked why he didn't make the Tenant's possessions available to her despite the interim order. He did not provide a satisfactory explanation.
38. I found FSR to be a credible witness and I found his evidence to be persuasive and reliable. His testimony was logically consistent, rational, and well-supported by video and photographic evidence. It was not seriously shaken or undermined by cross-examination other than as it relates to compliance with the LTB interim order.
39. Sheyda testified about the events of November 17th. She corroborated FSR's version of the events. She testified that they called the police that day.

Law and analysis

40. This application is brought pursuant to s. 24 of *the Residential Tenancies Act, 2006* (the 'Act') : 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.
41. There is no dispute that locks were changed and that the Landlord did not provide the Tenant with a replacement key. They therefore acted contrary to s. 24 of the Act unless one of the Landlord's arguments below succeed.
42. The Landlord's defense is that the unit had either been abandoned or, in the alternative, that the Tenant vacated the rental unit as a result of the Landlord's notice of termination or the LTB order terminating the tenancy effective June 30th. The Landlord provided no authority in support of either argument other than s. 202, which they believe required the Tenant to act reasonably.
43. 202 (1) In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so,
- (a) may disregard the outward form of a transaction or the separate corporate existence of participants; and
- (b) may have regard to the pattern of activities relating to the residential complex or the rental unit.
44. Under s. 39 of the Act: A landlord shall not recover possession of a rental unit subject to a tenancy unless,
- (a) the tenant has vacated or abandoned the unit; or
- (b) an order of the Board evicting the tenant has authorized the possession.

45. Under s. 37(2) If a notice of termination is given in accordance with this Act and the tenant vacates the rental unit in accordance with the notice, the tenancy is terminated on the termination date set out in the notice.
46. Under s. 37(3) A notice of termination need not be given if a landlord and a tenant have agreed to terminate a tenancy.
47. I am unable to agree that the Landlord was entitled to change the locks pursuant to s. 39(b), 37(2) or 37(3) of the Act, i.e. with the Landlord's second argument. I do not find that the N4 was received by the Tenant. The N12 had a termination date of July 3, 2025 - earlier than the date the Tenant allegedly vacated the rental unit. The LTB order terminated the tenancy effective June 30th, 2026, not on some earlier date. I am not persuaded that a landlord may rely on such order to unilaterally change locks on a date earlier than the date indicated in such order. If such an order is to be enforced, it is to be enforced by the Sheriff, not through a landlord's self-help.
48. The issue of s. 39(a) is more complex but I am still unable to agree with the Landlord.
49. The Tenant relies on [2002] O.J. No. 5918 (Ont. Div. Ct.) ('*George V Apartments*'). This case is binding on me. This case was decided under the prior legislation, the *Tenant Protection Act, 1997* (the 'T.P.A.'). Section 41 of the T.P.A. contained substantially identical wording as the present section 39. She argues that the unit was not abandoned as the Landlord failed to follow the proper procedures under s. 39(a) and I agree.
50. The Tenant continued to insist on her rights under the Act. She demanded proper notice of entry. She did not surrender her keys. This may have been unwise as explored elsewhere in this order, but all of this was clear evidence that she did not surrender occupancy, possession and control of the rental unit. Unlike the order of Vice-Chair Lundy below, I am unable to even find that the Landlord had good faith subjective belief that the Tenant vacated the rental unit.
51. I agree with the reasoning of Vice-Chair Lundy in SWT-94108-16 and I find that the Tenant did not abandon the rental unit for the substantially same reasons:
8. I find on the balance of probabilities that the Landlord reasonably believed that the Tenant had abandoned the rental unit as of August 31, 2016. D.B. had vacated the unit pursuant to the N11 Notice and had advised him that the Tenant had already moved out before this date.
9. However, R.B.'s subjective belief, however genuine, that the Tenant had abandoned the rental unit was not sufficient authority to recover possession under the Act. Pursuant to subsection 37(1) of the Act, a tenancy may be terminated only in accordance with the Act.
10. To that end, section 39 of the Act limits the Landlord's ability to take possession of the rental unit:

39. A landlord shall not recover possession of a rental unit subject to a tenancy unless,

- (a) the tenant has vacated or abandoned the unit; or
- (b) an order of the Board evicting the tenant has authorized the possession.

11. As R.B. never obtained an order from the Board authorizing possession, his only lawful route to recover the unit must lie in a finding of abandonment under subsection 39(a) of the Act. As the Ontario Divisional Court explained in *George V Apartments v. Cobb*, the terms “vacated or abandoned” in subsection 39(a) effectively have the same meaning.[1] “Vacant” implies entire abandonment and a state of non-occupancy for any purpose while “abandonment” means that the tenant no longer intends to reside in the rental unit. Abandonment within the context of the Act therefore requires both an intention to abandon and clear evidence that this has in fact occurred.[2]

12. This avenue to recovery is considerably more precarious for a landlord than reliance on an order from the Board and requires clear and unambiguous evidence that the tenant has permanently vacated the rental unit with no intention of returning. As the Court noted in *George V Apartments*:

Abandonment by the tenant is not established until some action is taken by the landlord. When faced with an empty unit, a landlord re-takes possession pursuant to s. 41(a) at some risk. The tenant may be working or vacationing elsewhere, sometimes for a considerable period. The landlord must be satisfied the tenant has left the unit and obviously has no intention of returning. Non-payment of rent is certainly a factor to be considered. The safest course for the landlord is to bring an application under s. 78 [now section 79]...[3]

13. While section 79 of the Act is discretionary in that the landlord may apply to the Board for an order terminating the tenancy, pursuant to subsection 37(1) of the Act, a tenancy may be terminated only in accordance with the Act. In other words, absent some action by the landlord, such as seeking an order under section 79 of the Act, the fact of abandonment in and of itself does not terminate the tenancy. In other words, even where a tenant has abandoned the rental unit, this alone does not result in termination of the tenancy.

52. I find that it is more likely than not that the Landlord changed the locks contrary to s. 24 of the Act.

Remedies

53. The Tenant’s application requests the following remedies:

- a. A fine payable to the LTB,
- b. \$20,000 for the cost of repairing or replacing property that was damaged, destroyed, or disposed of,
- c. \$1,206.69 for out-of-pocket expenses including a hotel stay and Canada Post mail forwarding,

- d. An order for the Landlord to restore the Tenant in possession of the rental unit,
- e. An order for the Landlord to return Tenant's belongings to her, and
- f. \$10,000 for General Damages.

54. I do not find that the Tenant is entitled to any remedies other than remedies "a" and "e".

55. It is undisputed that the Landlord is in possession of some of the Tenant's belongings that were found at the rental unit following the lockout. The Landlord must make these belongings available to the Tenant. For clarity, this does not require the Landlord to return any items that the Tenant *claims* are in possession of the Landlord – only those items that were actually at the property on the date the locks were changed that belonged to the Tenant. I find that all of these items can be found in document 7218723. I prefer the Landlord's version of the events, namely that these items constituted only a few items of little value as captured in the Landlord's photographs of the property. The Tenant shall have until end of day March 24, 2026 to pick up these belongings. She can do so with written 12-hour notice to the Landlord at a time of her choosing between 8am and 8pm.

56. Other remedies require me to heavily rely on the Tenant's testimony and claims. I would need to accept her testimony that the rental unit was her primary residence, that certain items were lost or destroyed, and that she paid certain expenses.

57. I did not find the Tenant to be a credible and reliable witness. Her explanation for adverse evidence lacked the ring of truth. Her own explanations included admissions of lying and possibly defrauding third parties (providing wrong address to insurance in order to obtain lower rates; pretending that there is a binding legal tenancy agreement for the purposes of a friend's real estate transaction, and signing a document that does not represent their true agreement; pretending to be a tenant to assist her friend/employee to secure a rental). The Tenant clearly has a very liberal relationship with truth and facts and does not hesitate to sign misleading or even fraudulent documents when it suits her. She had no satisfactory explanation for the state of the rental unit the way it was found by the Landlord. The state of the rental unit as captured in photos/video is entirely inconsistent with the Tenant's claim that the rental unit was her primary residence 50% of the time.

58. I also note that the Tenant did not provide a detailed testimony about the various items allegedly lost and destroyed as claimed in the application. There is no proof of actual payment to buy or replace anything or to stay at a hotel. Expedia document contains no proof of payment – to the contrary, it specifies that payment is still outstanding.

59. Overall, I do not accept the Tenant's claim that she was still residing at the rental unit on a part-time basis when the locks were changed. I prefer the Landlord's version of the events that the Tenant stopped paying rent, moved her belongings out, and only kept very limited connection to the rental unit for purposes that did not include using it as her home. While the tenancy was not terminated in accordance with the Act, this finding affects the remedies the Tenant is entitled to.

60. I do not find that the Tenant incurred any expenses as a result of the lockout or that any of the Tenant's belongings were damaged or destroyed.

61. I do not find that the Tenant established that they incurred any of the expenses claimed in the application.
62. I also find that it would be inappropriate to order that the Tenant be restored in possession of the rental unit. Under s. 31(3), If the Board determines, in an application under paragraph 5 of subsection 29 (1), that the landlord, superintendent or agent of the landlord has altered the locking system on a door giving entry to the rental unit or the residential complex, or caused the locking system to be altered, during the tenant's occupancy of the rental unit without giving the tenant replacement keys, and if the Board is satisfied that the rental unit is vacant, **the Board may**, in addition to the remedies set out in subsections (1) and (2), order that the landlord allow the tenant to recover possession of the rental unit and that the landlord refrain from renting the unit to anyone else. [emphasis added]
63. It is not a mandatory remedy, and I find that it would be inappropriate to grant it in all of the circumstances, especially considering that the Tenant was no longer living at the unit when the locks were changed. The Landlord's daughter and her family made the rental unit their home. The tenancy would be terminated effective June 30, 2026 pursuant to an LTB order, and it would not be fair or appropriate to now have the Tenant evict the Landlord's family, potentially with the Sheriff, occupy the unit for a few months, and then have the Landlord evict the Tenant pursuant to an LTB order, potentially with the Sheriff.
64. The Tenant sought an administrative fine in the amount to be determined by the LTB.
65. Section 207(1) of the Act establishes that the Board has authority to award payment to any given person, of up to \$35,000.00. This amount is independent of any award to the Tenant: The Board may, where it otherwise has the jurisdiction, order the payment to any given person of an amount of money up to the greater of \$10,000 and the monetary jurisdiction of the Small Claims Court.
66. Section 31(1)(d) of the Act provide that a Tenant may request that the Landlord pay a fine of up to \$35,000.00 the current jurisdiction of the Small Claims Court.
67. While it is not binding upon me, the Board's Guideline 16 outlines relevant considerations in determining the appropriateness of an administrative fine: An administrative fine is a remedy to be used by the Board to encourage compliance with the Residential Tenancies Act, 2006 (the "RTA"), and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the RTA and other remedies will not provide adequate deterrence and compliance. Administrative fines and rent abatements serve different purposes. Unlike a fine, a rent abatement is intended to compensate a tenant for a contravention of a tenant's rights or a breach of the landlord's obligations.
68. I should therefore consider the nature and severity of the breach, the effect of the breach on the Tenant, and any other relevant factors, such the conduct of the Landlord. Detering misconduct and encouraging compliance is an over-riding factor.
69. I find that the Landlord must pay an administrative fine to the LTB in the amount of \$5,000.00.

70. I am unable to find that the Tenant was seriously impacted by the Landlord's actions as they weren't living at the unit.
71. The Landlord chose to ignore requirements of the Act and simply changed the locks. The Tenant did not successfully establish their entitlement to any remedies in this application and there is therefore very little in this order to deter the Landlord and similar landlords from changing locks if a tenant behaves the way the Tenant behaved. It is important that landlords don't take matters into their own hands even if they believe their actions are justified. I therefore find that a fine is necessary in the circumstances.
72. I considered imposing a higher fine but given that this is a small landlord, that the Tenant likely acted in bad faith, this is the first time the Landlord is found to have illegally locked a tenant out, and that the unit was largely abandoned by the Tenant, I find that a higher amount would not be appropriate at this time.
73. The Tenant requested general damages.
74. The Divisional Court in *Mejia v. Cargini*, 2007 CanLII 2801 (ON SCDC), affirms that the Board may award damages under the "any other order" remedy clauses in the Act. This is compensatory damages following the principle of attempting to put the Tenant in the same position they would have been in had there been no breaches of the tenancy. The Divisional Court awarded \$4,000.00 general damages for interference with reasonable enjoyment.
75. The Board has previously found in cases of harassment and illegal lockouts that an amount for the illegal lockout is appropriate under general damages. See for example HOT-02167-17 (Re), 2019 CanLII 86881 (ON LTB), the LTB reasoned that:...it seems to me that the quantum of general damages normally awarded to compensate a tenant for an illegal lockout is \$2,500.00. That sum takes into account the inherent indignity of having one's home taken away; the time, effort, frustration, and stress of having to arrange food and accommodations while also seeking legal assistance; and the inconvenience and displacement of being without a home. Some recent cases award higher damages.
76. I find that general damages would not be appropriate in the circumstances. I do not find that the Tenant was displaced or that her home was taken away. She lost nothing more than a bargaining chip and possibly a storage facility. The rental unit was no longer her home when the Landlord breached the Act.
77. As the Tenant was only minimally successful in this application, I do not find that the Tenant is entitled to a reimbursement of the cost of filing this application. The Board typically awards the filing cost to a substantially successful party, which the Tenant is not in my view. Their application and evidence were largely misleading and unpersuasive, and they only received a minor portion of their requested remedies.

It is ordered that:

1. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$5,000.00 by March 31, 2026.

2. The Landlord shall return to the Tenant the property that is in the possession or control of the Landlord by March 22, 2026 as set out in paragraph 54 above.

March 20, 2026

Date Issued

Vladimir Nikitin

Member, Landlord and Tenant Board

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.

Payment of the fine must be made to the LTB by the deadline set out above. If not paid, the outstanding amount may be sent to a collection agency and/or the party owing the money may not be permitted to file a new application until it is paid in accordance with section 196 the Act.