



Order under Section 31 Residential Tenancies Act, 2006

Citation: Miranda v Cunha, 2026 ONLTB 24688

Date: 2026-03-23

File Number: LTB-T-013451-26

In the matter of: 1, 706 Weston rd
York ON M6N3R2

Between: Pedro M M Miranda Tenant

And

Rui Cunha Landlord

Pedro M M Miranda (the 'Tenant') applied for an order determining that Rui Cunha (the 'Landlord') 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 March 12, 2026.

The Landlord, the Tenant, and the Tenant's witness Kristen Marlycourt (K.M.) attended the hearing.

Determinations:

1. As explained below, the Tenant has proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord shall allow the Tenant to recover possession of the rental unit.
2. The Tenant testified that on February 3, 2026, he left his rental unit to visit his girlfriend K.M at her mother's residence, to help K.M prepare for the delivery of her newborn. He packed only a few of his belongings for the trip. On February 12, 2026, both K.M and the Tenant spoke to another tenant residing in the residential complex and were informed that a robbery occurred at the Tenant's rental unit and that the locks to the entry door of the rental unit were changed by the Landlord.
3. K.M testified that she also resided in the rental unit with the Tenant. On February 12, 2026, after learning from the robbery incident from the other tenant at the residential complex, she immediately filed a report with the police. K.M also testified that on the same day, she contacted the Landlord, but the Landlord did not answer, and she did not get a call back. K.M called the Landlord again on February 13, 2026, to ascertain whether the Tenant still had access to his rental unit, to which the Landlord disconnected her call.

4. The Tenant claimed that the Landlord refuses to talk to him. He confirmed that he received a N4 Notice of termination from the Landlord with a termination date of February 18, 2026, but that he did not terminate his tenancy with the Landlord pursuant to the notice, and did not vacate the rental unit - which I understand to mean that he did not give up possession of the rental unit or that there was an agreement to terminate the tenancy. The Tenant confirmed that he did not return his keys to the Landlord. The Tenant seeks to return to the rental unit.
5. The Landlord testified that on February 7, 2026, he received a text from a tenant at the residential complex, that the front entry door of the rental unit was open. When the Landlord inspected the rental unit on this day, he discovered the rental unit was empty but had some belonging(s) (a couch). He also testified that he had provided a N4 Notice of Termination to the Tenant on February 1, 2026, with a termination date of February 18, 2026, and assumed the Tenant had vacated the rental unit pursuant to the notice.
6. The Landlord confirmed that on February 7, 2026, he changed the locks to the door giving entry to the rental unit and that he did not provide the Tenant with a replacement key. He also confirmed that he did not receive the keys to the rental unit from the Tenant. The Landlord testified that he does not know whether a robbery occurred at the rental unit. His position is that since the front door to the rental unit was not damaged, that a robbery did not occur. He confirmed that he had received a call from the police on February 12, 2026, and informed the police that the entry door was not broken. The Landlord did not call the Tenant to confirm whether the Tenant vacated the rental unit. The Landlord claimed that he will not let the Tenant move back into the rental unit until the Tenant has paid his arrears. The rental unit is vacant.
7. Based on the evidence adduced at the hearing, I am satisfied on a balance of probabilities that the Tenant has established their claim.
8. The Tenant's evidence that he did not vacate the rental unit either pursuant to the notice of termination or any agreement with the Landlord to terminate the tenancy was consistent with the Landlord's own evidence. The Tenant did not return the keys to the rental unit; the Tenant immediately filed a police report after learning the locks to the entry door of rental unit were changed which prompted the police to call the Landlord to inquire on the status of the rental unit; the Landlord did not seek confirmation from the Tenant whether he had vacated; and the Tenant had some belongings inside the rental unit. Given the consistency in these facts, I find the Tenant's evidence to be reliable, and I accept his version of events. His testimony that he temporarily left the rental the unit to help prepare K.M. in the delivery of her baby was not seriously challenged and was also corroborated by the fact that K.M had a newborn baby in her arms at the hearing. Thus, I am satisfied on balance of probabilities that the Tenant did not give up possession to the rental unit and that the tenancy did not terminate.
9. The Landlord did not provide sufficient evidence to substantiate his position that the Tenant vacated pursuant to the notice of termination and that the Tenant did not want to continue with his tenancy. He did not provide any documentary evidence that confirmed that the Tenant intended to vacate the rental unit pursuant to the notice. Neither did he provide any evidence that he had communications with the Tenant confirming that the Tenant vacated the rental unit or that the parties had agreed to terminate the tenancy. He

also did not summon any third-party witness to confirm whether they observed the Tenant moving out his belongings from the rental unit. This is evidence I would have reasonably expected the Landlord to adduce to corroborate his version of events. His own testimony confirms that he operated on an assumption that Tenant vacated the rental unit. An assumption is not reliable as it based on speculation. For these reasons, I place little weight on his evidence.

10. The Board has the jurisdiction to order a landlord to put tenants back into possession when they have been illegally evicted. (See *Tataw v. Minto Apartment L.P.*, 2023 ONSC 4238 (CanLII), *Adler v Minas*, 2021 ONSC 6224 (CanLII), and *Schram v. Thompson*, 2022 ONSC 6922 (CanLII).
11. Given my findings above that the tenancy did not terminate, and the fact the Landlord changed the locks to the entry door of the rental unit without giving the Tenant replacement keys, I am satisfied that the Tenant has been illegal locked out of their rental unit. Since the rental unit is vacant, the Board will order the Tenant to recover possession of the rental unit.
12. This order contains all the reasons for my decision within it. No further reasons shall be issued.

It is ordered that:

1. The Landlord shall forthwith return vacant possession of the rental unit to the Tenant and provide the Tenant with keys to the door(s) of the rental unit and the residential complex.
2. The Landlord shall not re-rent the rental unit to anyone else.
3. If the Landlord does not allow the Tenant to recover possession of the unit, the Tenant may file this order with the Court Enforcement Office (Sheriff) so that the order may be enforced.
4. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give possession of the unit to the Tenant.

March 23, 2026
Date Issued

Inderdeep Padma
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.

The part of this order allowing the Tenant to recover possession of the unit and prohibiting the Landlord from re-renting the unit to anyone else expires and cannot be enforced if:

- a. The Tenant does not file this order on or before April 7, 2026, with the Court Enforcement Office (Sheriff) which has territorial jurisdiction where the rental unit is located, or
- b. The Tenant files this order with the Court Enforcement Office (Sheriff) but the order has not been enforced on or before May 7, 2026.