



Order under Section 31 Residential Tenancies Act, 2006

Citation: Callwood v Shen, 2026 ONLTB 24875

Date: 2026-03-23

File Number: LTB-T-011378-26

In the matter of: 1, 85 HUBBELL ST
BROCKVILLE ON K6V4K6

Between: Mark Anthony Callwood Tenant

And

Robert Shen Landlord

Mark Anthony Callwood (the 'Tenant') applied for an order determining that Robert Shen (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.
- 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 February 27, 2026.

Only the Tenant attended the hearing.

As of 10:16am, the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB.

Both parties filed unsolicited post-hearing submissions. I will not accept these submissions and will not consider them.

Determinations:

1. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities.
2. The Tenant testified that the Landlord received a permit for the rental unit as a 3-bedroom unit but instead created a separate 1-bedroom unit and a separate 2-bedroom unit. The

Tenant was initially the Landlord's property manager. The Landlord instructed the Tenant to serve some notices that he did not wish to serve. The notices claim that the Landlord shares accommodations with the Tenant. They were given in November 2025 as well as in January and February 2026. This story makes little sense on its face, as it is hard to imagine a landlord instructing a property manager to serve notices on himself. The Tenant did not file copies of the notices the Tenant claims to have received.

3. The Landlord called the police to remove the Tenant from the property. The Tenant wasn't there at the time, but his ex and their children were there. He told the police that he would attend and that he had a lease from June 2024. Police looked at both units, saw two kitchens and told the Landlord to change the locks back. The Landlord refused to do so.
4. The Tenant testified that they have had to stay in the house to avoid the Landlord locking them out.
5. The Tenant's access to the rental unit has been impeded since February 6, 2026.
6. The Tenant filed a video showing the Landlord in what he claims to be his rental unit. According to the Tenant, the Landlord entered his unit illegally in order to create evidence that he shares a kitchen with the Tenant. On February 6, 2026, the Tenant's ex called the Tenant. As I understood the Tenant's evidence, she was in the unit with the kids and called the Tenant to tell him that the Landlord was in her unit cooking a meal. The Tenant checked the camera and saw the Landlord. The Tenant called the police and the Landlord was removed. The Tenant told the Landlord not to enter his unit without proper notice.
7. The Tenant's document 7430254 includes corroborating evidence. The entry into his apartment is controlled by a keypad. The Tenant has an app to control it. Curiously, the app shows separate combinations for room 1 and room 2, which is highly unusual for someone who rents a 2-bedroom apartment and lives in it themselves. The Tenant's evidence shows that his access codes were set to expire. They were then expired as shown on his screenshot. His codes for bedroom 1 and bedroom 2 were still functional. The Tenant removed the battery from the keypad. He explained that he did it in order to prevent the Landlord from changing the code and locking them out. The Tenant used a deadbolt inside the unit instead.
8. According to the Tenant, the Landlord deliberately changed the codes on the door.
9. The Tenant testified that he personally paid February rent to the Landlord in the amount of \$1,800.
10. I have some concerns about the Tenant's story as it appears improbable in multiple ways, only some of which are addressed above. It is inconsistent with what I usually see in cases of genuine illegal lockouts. The Tenant's corroborating evidence does not include a lot of the evidence one might reasonably expect to see in a case like this, such as proof that he attempted to enter the unit, communication with the Landlord asking for a new code, copies of police reports, testimony from the Tenant's ex who allegedly witnessed a lot of the events etc. It is difficult to determine what happened to the locks and why.
11. The Landlord did not attend the hearing to contradict the Tenant's version of the events or to cross-examine the Tenant., I find that based on the Tenant's uncontroverted evidence, it is more likely than not that the Landlord either altered the locking mechanism or let the

code expire without providing the Tenant with a replacement access code contrary to section 24 of the *Residential Tenancies Act, 2006* (the 'Act'). I similarly find that it is more likely than not that the Landlord entered the rental unit illegally on one occasion.

12. I do not find that the Tenant is entitled to any remedies other than a small rent abatement, an order to restore access to his unit, and an order for the Landlord to stop interfering with same.
13. The Tenant requested rent abatement well in excess of 100%. I am not satisfied that it is appropriate. The Tenant never lost access to the unit. The Tenant disabled the locks and uses a different lock. It is not clear to me why the code no longer worked and why some other codes still work. There is no record of the Tenant contacting the Landlord to request a new code. The Tenant claims to be residing in the unit and that he was unable to leave the unit but his testimony about who was in the unit at what time was inconsistent. It would appear that he is able to continue going to work.
14. I find that a total rent abatement of \$200 is appropriate based on the totality of the evidence adduced at the hearing. This represents some loss in the Tenant's ability to enjoy the unit for several days when the code did not work before the Tenant disabled it, and when the Landlord entered the rental unit without notice.
15. I do not find that the Tenant established their entitlement to any other remedies, including a fine.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$200.00.
2. The Landlord shall pay the Tenant the full amount owing by April 3, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 3, 2026, the Landlord will owe interest. This will be simple interest calculated from April 4, 2026 at 4.00% 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 Landlord shall provide the Tenant with a current code to the locking mechanism(s) and shall not interfere with the Tenant's access to the rental unit.

March 23, 2026
Date Issued

Vladimir Nikitin
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.