



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-044602-24

In the matter of: Walkout, 926 Townline Road West
Ashburn ON L0B1A0

Between: Meagan Ferriss Tenant

And

Shukare Popal Landlords
Nabi Popal

Meagan Ferriss (the 'Tenant') applied for an order determining that Shukare Popal and Nabi Popal (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 February 17, 2026.

The Landlord Shukare Popal, the Landlord's legal representative, Shahida Faisal, the Tenant, and the Tenant's legal representative, Josh McDougall, attended the hearing. Shukare Popal will be referred to as the Landlord singular in the order below.

Preliminary issues:

Mutual release:

1. The Landlords submitted that the parties entered into a binding settlement agreement involving a mutual release, and as such, this application is not properly before the Board, because the parties have settled all issues arising from the tenancy.
2. The mutual release was submitted into evidence. The release deals with the Landlords' waiver of all arrears for the Tenant's consideration of vacating the rental unit and signing an agreement to terminate the tenancy effective November 30, 2023. The release does not stipulate that it resolves all issues arising from the tenancy. Although the surrounding circumstances may have led the Landlords to assume that they were agreeing to a mutual

comprehensive release at the time, the plain language of the release states that it only covers the arrears of rent and termination of the tenancy. I am guided by the plain language of the release and not by the surrounding circumstances. As such, I am not satisfied that the release is comprehensive. In other words, that I am not satisfied that the release settles all matters of the tenancy. As result, the release left an open window for the Tenant to raise the issues set out in this application.

Time limitations:

3. Section 29(2) of the *Residential Tenancies Act*, 2006 (the 'Act') states that no application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred. The Tenant filed this application on June 4, 2024.
4. One of the issues raised in the application involves an alleged attack by the Landlord's dog in the back yard of the residential complex. This incident occurred on April 27, 2023, that is more than one year before the application was filed. As such, this alleged incident is statute barred. It is referred to only for context in this application.

Determinations:

5. The residential complex is a family home situated on approximately 100 acres of land. The Tenant's rental unit was located in the family home. The Landlords occupied the upstairs portion of the home. The Tenant resided below in what was described as a walkout unit.
6. The tenancy began on February 15, 2021, between the tenant and the former owner of the property. The property was then purchased by the current Landlords. The lawful monthly rent for the rental unit was \$750.00.
7. The Tenant vacated the rental unit on November 30, 2023, after having signed an agreement to terminate the tenancy Form N11.
8. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed

Altered locks

9. The Tenant testified that her access to the rental unit was through the back yard of the property. The back yard had a gate that could be locked with a padlock. On September 1, 2023, when the Tenant attended at the gate, the padlock was locked, and she was unable to access her rental unit. She said she contacted the Landlord two weeks later, on September 13, 2023.
10. The Tenant also stated that she stayed with her boss, the previous owner of the property during this time because she was uncomfortable at home. The Tenant stated that she was away on a work trip from August 21, 2023 to September 1, 2023.
11. The Tenant states that she was locked out of her rental unit, and unable to access the unit until November 29, 2023, when she agreed to terminate the tenancy, and signed an N11 agreement, terminating her tenancy on November 30, 2023.

12. According to the Tenant she did not have access to her belongings until the end of November 2023. Her legal representative at the time handled communications with the Landlords.
13. The Landlords denied locking the gate and changing the lock. The Landlords kept a padlock on the garden gate to keep it from opening; however, it was not locked. In addition, according to the Landlords, there were three access points to the rental unit, not only the one through the gate in the back yard. The Tenant always had access to the rental unit.
14. The Landlord testified that not only did they not change the lock, they did not have a key to the Tenant's rental unit in their own home, and could not access the utility room when needed.
15. On any application before the Board the person who alleges any particular incident or event occurred has the burden of leading sufficient evidence to establish that it is more likely than not that their version of events is true. In this instance, that burden falls on the Tenant. As the both the Tenant and the Landlords provided contradictory evidence, I find that the Tenant has led insufficient evidence to establish that it is more likely than not that the Landlords changed the locks without providing the Tenant with replacement keys.
16. Therefore, I find that the Landlords did not alter the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.

Substantial interference

17. The Tenant stated that the Landlords have substantially interfered with her reasonable enjoyment of the rental unit. The Landlords have a large dog, a German Shepherd, named Huncho, who has exhibited violent tendencies towards the Tenant.
18. The Tenant stated that that the dog would lunge, bark and snarl aggressively toward her, even when the Landlords were around.
19. On or around April 27, 2023, the Tenant stated that she was attacked by the Landlords' dog when she came home to the rental unit, bit her three times and broke skin. The Tenant stated that she suffered several cuts and lacerations, and significant bruising as a result of the attack. As a precaution, she attended a physician's office and obtained a prescription for amoxicillin.
20. As noted above, this attack is only referred to in this application for context, as it occurred more than one year before the Tenant filed the application and as such it is statute barred as being out of time.
21. The Tenant stated that since the attack on April 27, 2023, she has consistently been, experiencing heightened anxiety and mental health troubles because of the dog's presence at the property as well as due to the confrontational nature of the Landlords.
22. The Tenant testified that she felt that the Landlords used their dog as a way to harass and threaten her, given her expressed fear of the dog.

23. The Tenant stated that these mental health troubles have not only affected her day-to-day living, but have also had a negative impact upon her performance at work.
24. According to the Landlords, their dog was friendly, as it grew up with children. They were aware that the Tenant did not like dogs and, as such, the Landlords always told the Tenant when the dog was outside in the yard. The Tenant did not complain about the dog, only when the dog bit her. It is important to note that it was not a vicious bite, although skin was broken, no stitches were required. Surely, if the dog was vicious and wanted to hurt the Tenant, the injuries would have been more serious.
25. The Landlords provided evidence of SMS notices advising the Tenant when the dog was outside in the back yard. The Landlords called the dog back in when the Tenant advised that she was going out or coming home.
26. Based on the evidence before me, I am not satire that the Landlords substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant. Although the Tenant may have been uncomfortable with the Landlords' dog on the property after having been bitten, the Landlords did everything in their power to avoid further interaction between the Tenant and their dog.

Harassment

27. According to the Tenant, the Landlords harassed her by pressuring her to move out of the rental unit.
28. On August 4, 2023, the Tenant received a voice mail stating that the Landlords did not want her to live at the rental unit any more.
29. On August 21, 2023, the Tenant stated that she was confronted by the Landlords upon returning home. They told her that they felt unsafe having the Tenant living on the property. The repeated reason was that people had attended the property looking for the Tenant. One person left a business card with the sister-in-law of one of the Landlords and requested that they call when the Tenant comes home.
30. The Tenant stated in her written submission that from August 21, 2023, to September 1, 2023, she had only stayed at her unit twice due to her own feelings of personal safety following this encounter with the Landlords, and her fear of the dog.
31. At the hearing the Tenant said that she was away on business, and also stayed with her boss, the former Landlord and owner of the property.
32. The Landlord testified that the previous owner of the property, the Tenant's admitted boss, had been conducting illegal business on the property. The Tenant stayed on the property after the previous owner left and she continued to conduct their illegal business.
33. The Landlord stated that strange persons were coming around the property and were asking about the Tenant and the previous owner.
34. Police also came looking for the Tenant. The Tenant asked the Landlords not to give the police her phone number. It appeared to the Landlords that the Tenant was hiding. The Landlords were afraid for their own safety.

35. According to the Landlords, the Tenant did not spend much time at the rental unit from August on and she stopped communicating with the Landlords. Communication between the parties was left to their respective legal representatives.
36. Based on the evidence before me, I am not satisfied that the Tenant met the burden of proof to establish that the Landlords harassed her. The Landlords did ask the Tenant to leave, which, in the described circumstances was not surprising.
37. I am also not satisfied that the Tenant's reason to stay away from the premises was because she had no access to the premises, the Landlord's were harassing her or she was afraid of the dog. Although the Landlords' requests for the Tenant to move may have been unwelcome, I am not satisfied that they amount to harassment in the circumstances.
38. The dog incident occurred in April 2023, and there was insufficient evidence of any further incidents giving rise to complaints.
39. In the end the Tenant signed an agreement to terminate the tenancy Form N11 and the Landlords waived the Tenant's arrears of rent for seven months, May 2023 up to and inclusive November 2023.
40. Therefore, in conclusion, I find that the Landlords did not harass, obstruct, coerce, threaten or interfere with the Tenant.

Remedies

41. Although, the Tenant was not successful in this application, I would like to address the remedies the Tenant sought in this application.
42. The Tenant sought damages in the amount of \$7,500.00 for pain and suffering. Even if I was wrong in my findings above, I am not satisfied that damages for pain and suffering would be justified in the circumstances. There was insufficient evidence to establish that the Tenant endured pain and suffering during the relevant times. In addition, there is no room for rent abatement as the arrears of rent for May through to November 2023 were waived by the Landlords.
43. As such, the Tenant's application will be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

March 30, 2026
Date Issued

Jana Rozehnal
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.