



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-097084-24

In the matter of: 12 Houghton Avenue North
Hamilton ON L8H4L2

Between: Noah Stanford Tenant

And

Julian Davis Landlord

Noah Stanford (the 'Tenant') applied for an order determining that Julian Davis (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.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- did not give the Tenant 72 hours to remove their property from the rental unit or from some place close to the rental unit after the Sheriff evicted the Tenant.

This application was heard by videoconference on March 24, 2026.

Only the Tenant and the Tenant's agent John Boag attended the hearing. The Tenant disconnected part way through the hearing and did not return.

As of 12:05 p.m., the Landlord was 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.

Determinations:

1. As explained below, the Tenant proved the allegation contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$1,655.00.

Illegal Entry and Altered Locks.

2. The Tenant claimed the Landlord illegally entered the rental unit and changed the locks. On November 21, 2024, when the Tenant and his father returned to the rental unit to pick up his belongings after a hospital stay, the Tenant found his key to the exterior door to the residential complex non-functioning. On November 19, 2024 the Landlord sent a letter to

the Tenant's father, John Boag and the Tennat stating he was being evicted summarily for breaching house rules. On November 21, 2024, the Tenant found many of his personal belongings on the front porch, placed there by the Landlord. Therefore, I find that the Landlord entered the rental unit illegally, moved the Tenant's belongings and altered the locking system of the residential complex to prevent entry by the Tenant without giving the Tenant replacement keys.

Harassment

3. The Tenant claimed the Landlord harassed him by requiring him to contribute to group food, requiring him to engage in counselling, and by removing his belongings and placing them on the front porch.
4. The tenancy was a fixed term of 6 month with rent paid on a month-to-month basis. The Landlord's letter 'terminating' the Tenant's tenancy was without notice and not in proper LTB form, it was therefore not in accordance with the *Residential Tenancies Act, 2006* (the 'Act') and given it's impact on the Tenant, would in my view be unwelcome. The loss of housing, which was precarious for this Tenant and difficult to maintain, had a significant impact. I'm of the view this action of the Landlord rises to the level of harassment.
5. The Tenant testified that he was told he would be required, although he had no money, to engage in counselling offered by the Landlord and to pay for it. The Landlord sent a letter to the Tenant and his father outlining the 'services' offered and their exorbitant cost. The letter was not provided at the hearing. Although this was distressing to the Tenant, there was no evidence presented that this service was a mandatory requirement of the Tenancy. I cannot find based on the evidence provided that this offer of services rises to the level of harassment.
6. The Tenant was required to contribute to the group food costs. The residential complex is not a sanctioned group home, or a co-op, but a rooming house. The Landlord had no right to ask for and the Tenant no obligation to pay for food on a group basis. This request would be clearly unwelcome, considering that the Tenant is of low income and struggling financially. It is egregious that this 'house rule' if not followed could lead to the tenancy termination, and such a result is in my view harassment.
7. The Tenant also claimed that the Landlord charged \$200.00 for a security deposit and \$100.00 for internet hookup, which should have been included, according to the Tenancy Agreement. I find that these unlawful charges also harassed the Tenant, who, as noted above, is of limited means.
8. I find therefore that the Landlord harassed the Tenant by removing his belongings to the front porch, unlawfully entering his rental unit and requiring food to be paid at the rental unit and imposing unlawful charges contrary to the Act upon the Tenant.

Remedies

9. The Tenant claimed a rent abatement of \$1,607.00 which included a portion of last month's rent in the amount of \$507.00 for November, rent paid for November in the amount of \$800.00, \$200.00 paid as an unlawful security deposit, and \$100.00 for

payment of internet services which should have been included in the tenancy according to the Tenancy Agreement.

10. I find that the Landlord had sufficient notice of the claim for **\$300.00** in unlawful charges, and I therefore grant that amount.
11. The Tenant paid rent for the period from November 9, 2024 to December 8, 2024. The Landlord held rent deposit in the amount of \$800.00 and did not apply the rent deposit to the last month of the tenancy but retained it. The Landlord also did not return rent paid for November.
12. The remedy of rent abatement is appropriate in this case. Due to the illegal lockout the Tenant is obligated to pay only for the days from November 9 to November 18, 2024, when he did have access to the rental unit. The per diem amount claimed should be \$526.00 for the last 20 days from November 19 to December 8, 2024 after the Tenant was locked out ($\$26.30 (800 \times 12 / 365 \times 10)$), however the Tenant only claimed **\$507.00** so I will grant that amount.
13. In addition, I have considered that the Landlord is not entitled to retain the rent deposit for November 9 to 18 and also retain the rent paid for that month. Therefore the Tenant is entitled to a return of the **\$800.00** rent paid for November.
14. Accordingly, I find that the total rent abatement of **\$1,607.00** is appropriate in the circumstances.
15. The Tenant claimed replacement cost for property lost, stolen or discarded as a result of the Landlord's actions. The Tenant and his father Mr. Boag both testified that another roommate told them another tenant had broken into Mr. Stanford's room and taken some of his belongings. Even on a balance of probabilities, there is insufficient evidence to conclude the Landlord was responsible for the theft of Mr. Stanford's property from his room, or what items may have been stolen either from the room or the porch. The Tenant gave no evidence of any items missing other than his laptop. No receipts, or photos of missing objects were produced nor verbal evidence given of identifying features of the laptop or its value. I find the Tenant failed to prove the Landlord was responsible for any lost property and therefore will not award a remedy for property missing in this case.
16. The Tenant requested the Landlord return his property however, given it is unclear who took his property, whether the Landlord has control over it or access to it, what became of it, or what specific property was taken, I am unable to grant this request.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,655.00. This amount represents:
 - \$1,607.00 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 11, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by April 11, 2026, the Landlord will owe interest. This will be simple interest calculated from April 12, 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.

March 31, 2026
Date Issued

Julie Broderick
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.