



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-063199-24

In the matter of: 3561 Keith Avenue East
Chelmsford ON P0M1L0

MAR 27 2026

Between: Trevor Laamanen Tenant

And

Steve Hebert Landlord

Trevor Laamanen (the 'Tenant') applied for an order determining that Steve Hebert (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.
- 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 December 16, 2025.

The Landlord and the Tenant attended the hearing.

Determinations:

Procedural History

1. The Tenant filed this application on August 7, 2024. A hearing was held on September 6, 2024. An order was issued on September 13, 2024, dismissing the Tenant's application as abandoned.
2. The Tenant filed a request to review on September 19, 2024. A hearing was held on November 18, 2024, to hear the Landlord's A1 application (LTB-L-077780-24) about whether the Act applies with the Tenant's request to review. The matter was adjourned and reconvened on January 24, 2025. An interim order was issued on May 9, 2025, determining that the Act applied to the rental unit. The parties were back before the Board

on May 30, 2025, to hear the Tenant's request to review LTB-T-063199-24. By order issued June 20, 2025, the Tenant's review was granted, and the hearing for the merits of the T2 application was heard on December 16, 2025.

T2 application

3. The Tenant's T2 application alleges that the Landlord locked the Tenant out of the rental unit on April 28, 2024. The Tenant alleges that this was carried out without an order from the Board terminating the tenancy.
4. Although the Tenant's application alleged other issues, the Tenant submitted that they are only pursuing the allegation of illegal lockout.
5. The Tenant testified that he was out of town for a couple of days and when he came home, he attempted to unlock his door, and the locks were changed.
6. The Landlord testified that they attended the unit and there were illicit activities going on including drug use. They testified that there was someone passed out on the couch and there was drug paraphernalia on the coffee table. The Landlord asked the person on the couch to leave and proceeded to change the locks. The Landlord did not provide the Tenant with replacement keys. It was the Landlord's position that the Act did not apply to the rental unit and they did not need an order from the Board to evict the Tenant.
7. Order LTB-L-077780-24, issued on May 9, 2025, and upheld on review by order LTB-L-077780-24-RV-IN2-RV issued on June 9, 2025, determines that the Act applies to the rental unit. As such, I do not accept the Landlord's submission that they were not required to obtain an order from the Board to terminate the tenancy and evict the Tenant.
8. I am satisfied that the Landlord altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys. Although the Landlord provided reasons why they changed the locks, it does not alter the fact that they did so without obtaining an order from the Board terminating the tenancy and evicting the Tenant.

Remdies

9. The Tenant's application requests \$48,713.81 for the cost to replace his property.
10. The Tenant submitted a handwritten list of items that were discarded by the Landlord. The Tenant did not submit any other documents, such as receipts or examples of items from any stores where they were purchased, or replacement value evidence from marketplace or Kijiji. As an example, the Tenant is claiming a total of \$15,000.00 for clothing for himself and his daughter without providing any contextual information that may assist the Board with understanding how the Tenant got to that number. No pictures of items were submitted.
11. The Tenant testified that the Landlord informed him that they had put all of the Tenant's stuff at a specific location and that the Tenant could attend and pick it up. The Tenant testified that he went by the location and saw a large bin, but did not go onto the property to look inside the bin or retrieve any of the items.

12. The Tenant's application requests \$35,000.00 for out-of-pocket expenses. The Tenant provided no receipts for anything claimed.
13. The Tenant requested other remedies, which included replacement costs already captured. The Tenant requested criminal charges to be laid to which the Tenant was told that the Board lack jurisdiction to do so.
14. The Landlord testified that the Tenant was made aware of the location that the Landlord has stored his stuff, on May 6, 2024. The Landlord testified that the Tenant's truck was parked across the street from the Landlord's partner's house the week of May 6, 2024, and they put some clothing and other personal belongings in the bed of the truck. The Landlord testified that the unit was fully furnished, including all plates, utensils, T.V.'s, kitchen, dining and living room furniture. The Landlord testified that there is no room in the unit to accommodate the amount of stuff the Tenant is claiming to have lost.
15. Based on the evidence before me, I am not satisfied, on a balance of probabilities, that the Tenant has proven the remedies requested. Section 16 of the Act says that the Tenant, the person entitled to claim the amount requested, has a duty to take reasonable steps to minimize their loses. In this case, the Landlord advised the Tenant where to pick up his items. The Tenant testified that they drove by the location and saw the large bin but did not go onto the property to ascertain the contents of the bin or retrieve any items it contained. I am not satisfied that the Tenant took any steps to minimize his loses. Further, the Tenant submitted no evidence in the form of pictures, receipts or other documents to substantiate the existence of the alleged lost items or to attach estimated value to those items. With respect to the out-of-pocket expenses requested, again, the Tenant provided no receipts or documentation to substantiate the \$35,000.00 requested.
16. The Tenant requested that the Landlord pay an administrative fine to the Board.
17. As stated in the Board's Interpretation Guideline #16:

An administrative fine is a remedy to be used by the Board to encourage compliance with the Act 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

18. In the case before me, although the Landlord submitted that they believed the Act did not apply to their situation, I am not satisfied that the proper steps were taken to confirm that prior to taking it upon themselves to change the lock. The Landlord should have obtained legal advice prior to making such a detrimental decision. As such, I am satisfied that an administrative fine is warranted.

It is ordered that:

1. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$1,000.000 by April 7, 2026.

March 27, 2026
Date Issued

Emily Robb
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.

The fine can only be paid by money order, bank draft or certified cheque payable to the "Minister of Finance". The payment can be mailed or couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.