



Order under Section 31 Residential Tenancies Act, 2006

Citation: Coburn-Skryoczinski v Nasim, 2026 ONLTB 25869

Date: 2026-04-01

File Number: LTB-T-097316-24

In the matter of: 1606 Rayleen Crescent
Pickering ON L1X1X4

Between: Ilesha Coburn-Skryoczinski Tenant

And

Ahmed Nasim Landlord

Ilesha Coburn-Skryoczinski (the 'Tenant') applied for an order determining that Ahmed Nasim (the 'Landlord'):

- collected or retained money illegally; and (**T1 Application**)
- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys. (**T2 Application**)

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

The Landlord, the Landlord's representative Tracy Ryman and the Tenant attended the hearing.

Determinations:

T1 Application

1. As explained below, the Tenant did not prove the allegations of illegal charge contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Tenant claimed the Landlord collected an illegal charge because she requested a standard Residential Tenancies Act, 2006 (the 'Act') tenancy agreement in writing and it was not provided. The Tenant testified she did not withhold the rent, and a standard form lease was never provided. She submits she is therefore owed one month's rent of \$975.00 as a remedy.
3. The Landlord does not dispute that he provided only a lease drafted with the assistance of his real estate agent. The tenancy agreement document was signed by the Tenant, but not the Landlord and was not the standard form tenancy agreement approved by the Board.

4. Section 12.1(1) of the *Residential Tenancies Act, 2006* (the 'Act') states that:

Every tenancy agreement that is entered into in respect of a tenancy of a prescribed class on or after the date prescribed for that class of tenancies shall comply with the following requirements:

1. The tenancy agreement shall be in the form prescribed for that class of tenancies.
 2. The tenancy agreement shall comply with the requirements prescribed for that class of tenancies. 2017, c. 13, s. 5.
5. Section 12.1(4) of the Act states that a tenant who is party to a tenancy agreement that does not comply with 12.1(1) may demand in writing that the Landlord provide a tenancy agreement that complies with subsection (1) and is signed by the Landlord.
6. Section 12.1(6) of the Act states that if at least 21 days have elapsed since the day the tenant made the demand and the landlord has not complied with the demand, the Tenant may withhold rent for 1 month.
7. Section 12.1(6) of the Act is intended to ensure that tenants have proper leases which comply with the Act. The provision is a mechanism for tenants to enforce this right under the Act by withholding rent payments until such time as the Act is complied with. Withholding rent is the only remedy available.
8. Accordingly, the Board has no jurisdiction to award a one month rent abatement.
9. Regardless, the Landlord did not collect, and the Tenant did not pay a charge which was not allowed by the Act.
10. I find therefore that the Tenant did not prove on a balance of probabilities that the Landlord collected a charge which is not allowed by the Act.

T2 Application

11. The Tenant claimed the Landlord changed the locking system on the door of the residential complex unlawfully, without giving the Tenant replacement keys.
12. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
13. The Tenant testified that she gave notice of termination to end her tenancy to the Landlord on October 16, 2024. The termination date was October 25, 2024. The evidence is that the Landlord accepted that termination date and began to look for a new tenant. It is not disputed the Tenant had paid the rent to the end of November and the Landlord held last month's rent in the amount of \$975.00.
14. The Tenant testified that she and her father came to the rental unit on October 25, 2024 and found the locks changed. She alleges she was unable to access the rental unit.

15. It is not disputed that the Tenant's property was removed from the unit on October 25, 2024 and placed in the garage. The Tenant picked up this property on November 22, 2024 except her dresser, which the Landlord still has in storage and is willing to provide to the Tenant.
16. The Tenant submits that she changed her mind on October 26, 2024 and wanted to stay in the rental unit until November 30, 2024. She notified the Landlord of this on October 31, 2024, the same day she told the Landlord she believed the locks had been changed. She requested a new key to the rental unit. She requested to know where her things were.
17. The Tenant submits she has the right to change her mind and she was unlawfully locked out.
18. The Landlord testified that he never changed the locks, and the locks are still the same locks as were on the residential complex and the Tenant's room. He accepted her notice of termination, accepted her word that she had moved out, and entered on October 25, 2024 to prepare the room for a new Tenant. He was surprised when she emailed him on October 31, 2024 that she believed the locks were changed.
19. Communications between the parties contradict the Tenant's claim.
20. On October 16, 2026 the Tenant told the Landlord that she was packing and the room available for showing as of 'this Friday', meaning October 17, 2024.
21. On October 23, 2024, the Landlord asked the Tenant if he could come the next day to take pictures of the room, and the Tenant gave permission. She replied that she would ask another Tenant to clean the room and stated, "I've moved out". She stated the remaining items would either be picked up by her mother or discarded by another tenant. She welcomed the Landlord to enter and prepare the unit for showing to prospective new tenants.
22. I prefer the evidence of the Landlord in this case. The Tenant's testimony was contradictory in many places to both her documentary evidence and the documents produced by the Landlord. She recalled no clear dates, and the dates she did give changed throughout her testimony. Her memory on specific essential points, such as when she was gone from the province, when she returned and when she attended the rental unit, was vague and without specifics and therefore unreliable. No photo or video evidence was produced that the Tenant was unable to unlock the door, or that she even attended on October 25, 2024. Her father did not testify. The Landlord's consistent testimony and video evidence establish that he was at the rental unit from approximately 1:00 pm to nearly 7:00 p.m.
23. The Tenant also contradicted herself by saying she gave notice due to a job she had in Toronto, however, her own emails with the Landlord reveal she had a job out of province. Her requested remedy for reimbursement for expenses to move to Alberta supports that the original email is accurate.
24. The Tenant's email on October 31, 2024 contradicts her testimony that she discovered being locked out on October 25, 2024. Waiting 6 days to request the property that had been moved, request a key, and advise that she believed the locks had been changed makes no sense. She gave no reasonable explanation why she waited 6 days, and I do

not believe that she only called the Landlord. Her initial testimony was that she called and emailed repeatedly. However when asked to produce the emails or texts sent on October 25, 2024 upon discovery of the changed locks, she changed her testimony to state she had only called the Landlord. No phone records were produced to establish those calls.

25. The Landlord disputes he received a call on October 25, 2024. Instead he points to the Video he took on October 25, 2024 of the room, the damaged mattress and the Tenant's property. He sent a copy of that video to the Tenant on October 25, 2024. She did not respond on that date.
26. Section 39 of the Act states a landlord shall not recover possession of a rental unit subject to a tenancy unless,
 - (a) the tenant has vacated or abandoned the unit; or
 - (b) an order of the Board evicting the tenant has authorized the possession.
27. Based on the evidence before me, I am satisfied on a balance of probabilities that the Landlord did not alter the locking system on a door giving entry to the rental unit or residential complex.
28. I find therefore that the Tenancy ended on October 25, 2024 and the Tenant had vacated, as the parties had agreed. A change of mind after the date of termination does not entitle a Tenant to re-possession of a rental unit.

Dresser Remedy

29. The parties requested that I set a date for the return of the dresser but were in dispute about the deadline for doing so. Having determined that the Landlord did not unlawfully move the Tenant's property, I have no jurisdiction to order any remedy regarding the dresser that is not on consent. The parties are open to making arrangements as between themselves regarding the dresser.

Claim for Last Month's Rent Deposit

30. Although the Tenant did not include in her T1 application a claim for last month's rent deposit, the Landlord clearly had notice of the monetary claim from the Tenant's T2 application, and through her disclosure. Questions were asked and evidence given regarding the last month's rent deposit and mitigation. I therefore exercise my discretion to treat the claim regarding the retained last month's rent deposit under the T1 application and make a determination in that regard.
31. The Landlord is still retaining last month's rent deposit in the amount of \$975.00.
32. Although the Landlord agreed to the termination date of October 25, 2024, he did not agree to waive rent owing. The Tenant was required pursuant to the Act to give 60 days' notice which in this case would have been to December 31, 2024. The Tenant would, by that calculation owe the Landlord a further \$975.00.

33. However, the Landlord mitigated his damages pursuant to section 16 of the Act, by re-renting the unit. The Landlord testified that the new tenant did not move into the rental unit until November 15, 2024. He also testified that he gave the new tenant the key on October 30 or October 31. But correspondence with the Tenant on November 4, 2024 indicates he found a qualified person to rent the room for November 15, 2024 but had not finalized the agreement yet although. I find this contradiction difficult to resolve and accept that if both facts are true, the new person has the ability to occupy the moment the key is given. When they actually moved into the rental unit is only one factor to consider when determining entitlement to occupy. That date was, in my determination, October 31, 2024.
34. The Tenant is not obligated to pay rent beyond the date the new tenant became entitled to occupy the rental unit regardless of when she moved in.
35. Accordingly, I find that the Landlord is required to return the entirety of last month's rent deposit.

It is ordered that:

1. The Landlord shall pay the Tenant \$1,023.00 for the return of last month's rent deposit and the application filing fee.
2. If the Landlord does not pay the Tenant the full amount owing on or before April 15, 2026, the Landlord will start to owe interest. This will be simple interest calculated from April 16, 2026 at 4.00% annually on the balance outstanding.
3. The Tenant's T1 Application claim regarding provision of a standard form lease is dismissed.
4. The Tenant's T2 Application is dismissed.

April 1, 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.