



Order under Section 31 Residential Tenancies Act, 2006

Citation: Vanluven v Kingston and Frontenac Housing Corp, 2026 ONLTB 26109

Date: 2026-03-27

File Number: LTB-T-098139-24

In the matter of: B5, 35 Eldonhall place
Kingston ON K7M2X5

Between: Jennifer Lynn Vanluven Tenant

And

Kingston and Frontenac Housing Corp Landlord

Jennifer Lynn Vanluven (the 'Tenant') applied for an order determining that Kingston and Frontenac Housing Corp (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.

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

The Tenant, the Landlord's agent Patricia Price and the Landlord's representative Nicola Raine Diak attended the hearing. Morgan Ruttan attended as witness for the Landlord.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. **Therefore, the Landlord must pay the Tenant \$2,321.35.**

Altered locks

2. There is no dispute that the Landlord changed the locking system on the rental unit townhouse sometime before November 16, 2024. The Tenant attended that day and found the locks changed.
3. The Landlord did not reach out to the Tenant to provide a key, nor as expected, did they arrange in advance for the locks to be changed and a key to be given.
4. The Landlord's submissions and testimony are contradictory on this point. The Landlord's property manager Mr. Ruttan acknowledged the mistake and testified that they often

change locks in advance of the end of a tenancy to allow trades access and cleaning more easily. This makes no sense given one key opening a lock, works as well as another. No evidence was given that a special lock was installed. The Landlord's representative submitted to the contrary that the locks were changed because the Landlord had a reasonable basis to believe the tenancy had been abandoned.

5. Section 79 of the Act states that:

If a landlord believes that a tenant has abandoned a rental unit, the landlord may apply to the Board for an order terminating the tenancy.

6. A landlord must apply to the Board to terminate the tenancy. A landlord is not entitled to self-help by changing the locks if the purpose is to frustrate the tenancy. In this case, abandonment means actual complete abandonment with no intention of returning. It is not based on the Landlord's reasonable belief that the tenant has abandoned a rental unit.

7. No evidence was presented that the Landlord attempted to communicate with the Tenant prior to changing the locks to see if she had abandoned the unit. They were, by all accounts, regularly in contact, and had her current phone and email address. Regardless of the reason for the Landlord to change the locks, the Tenant was not offered access to the rental unit until after she could not access the rental unit and complained to the Landlord.

8. Section 2(3) states:

For the purposes of this Act, a tenant has not abandoned a rental unit if the tenant is not in arrears of rent. In this case rent had been paid by the Tenant to the end of November.

9. In this case I find no evidence that the Tenancy had been abandoned. The Tenant had been in regular communications with the Landlord and was clear that she was moving her possessions out slowly, and she would have the unit clean before she left. At no time did the Tenant indicate she had vacated, she did not give up the keys.

10. Section 24 states:

A Landlord shall not alter the locking system on a door giving entry to a rental unit or residential complex or cause the locking system to be altered during the tenant's occupancy of the rental unit without giving the tenant replacement keys.

11. The purpose of section 24 is to ensure the Tenant's security of tenure, that is, uninterrupted access to the unit. The Landlord violated that security of tenure by changing the locks without giving the Tenant a key to those locks immediately and without delay. The Landlord only offered the Tenant re-entry to the unit after she discovered the locks were changed and her property had been discarded, and only after several conversations regarding the situation.

12. Unit access must be meaningful to restore security of tenure. I accept the Tenant's submission that the purpose for holding the rental unit was to allow a slow move over time. Once her belongings were gone, there was no further purpose for access.
13. For the reasons above, I find 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.

Illegal Entry

14. The Tenant claimed the Landlord illegally entered the rental unit. She testified she did not receive any notice of entry and the property that was at the rental unit was not garbage to be thrown out.
15. The Landlord's representative, at the end of Mr. Ruttan's testimony, proposed to call a new witness to testify as to notices of entry. The Landlord's representative stated at 4:14 p.m. that the witness had now gone home and she required an adjournment. I denied the adjournment for the following reasons.
16. First, this proposed witness was not present in the hearing room at any time throughout the day. No summons was on file for a witness. The Landlord's representative did not mention at the start of the hearing that another witness would be brought in who needed to be called first due to time constraints.
17. Second, no notices of entry had been filed with the Board or served on the Tenant regarding entering to see if the Tenant had moved, or to change the locking system. It would have been apparent from the Tenant's application that notices of entry and the person who gave those notices, or who actually entered the rental unit would be required in defense of this application. It is likely the Landlord did not anticipate the need for the witness, however, the desire to perfect an ill-prepared case is not a valid reason for adjournment.
18. Third, and in any event, the further testimony was unnecessary and not relevant to this case. The Tenant did not claim illegal entry for the lock change or for any other previous entry. She claimed unlawful entry when the Landlord's maintenance crew removed her belongings. The Landlord entered and removed the Tenant's belongings, from both inside and outside. Specifically from the inside, a stove, some pictures, a shower curtain and rack and boxes of personal photos that were in the closet. From the outside, there were multiple items that were in the backyard.
19. There was no suggestion that the entry to remove items was made "without notice" on consent or for emergency, or for some other enumerated permitted reason under section 26 of the Act.
20. **Section 27** of the Act only permits entry *with notice* on certain conditions, but the removal of property is not one of the listed permitted circumstances upon which a landlord can enter the rental unit. Where entry violates a tenant's rights, it is unlawful. No entry, however given, is valid if it's purpose is in breach of the Act.
21. **Where a tenant vacates the rental unit, section 41** states:

A landlord may sell, retain for the landlord's own use, or otherwise dispose of property in a rental unit or residential complex if the rental unit has been vacated in accordance with, a notice of termination of the landlord or the tenant; an agreement between the landlord and the tenant to terminate the tenancy; subsection 93(2); or an order of the Board terminating the tenancy or evicting the tenant.

22. The Landlord is a bailee for the goods left behind by the Tenant if the unit is properly vacated. The law of bailment applies, and most certainly does not include disposal of the property summarily.
23. Given no abandonment happened in this case, section 42 of the Act does not apply here.
24. I reiterate that proof of entry with notice, is therefore irrelevant to the validity of that notice. Even if the Landlord's new witnesses had established the landlord gave written notice to the Tenant to 'remove all her personal belongings', the entry would still have been unlawful.
25. Finally, delaying the case, which was already 2 years old, would be overly prejudicial and not the most expeditious method of determining the questions arising in this proceeding. The Landlord was afforded sufficient opportunity to prepare for and present their witnesses on the day of the hearing, and to cross examine the Tenant. I therefore denied the request to adjourn for a new witness to be called.
26. I note that communications between the parties demonstrate the Landlord acknowledged the mistake of entry and removal of belongings.
27. Considering my determination that the tenancy was clearly not abandoned, and considering the Tenant gave no permission to the Landlord to remove her belongings, I find that the Landlord entered the rental unit illegally when they entered to remove all the Tenant's belongings.

Remedies

Disposed Property Compensation

28. The Tenant claims \$6,000.00 for compensation for her discarded property. Only one photo was produced and submitted by the Landlord of the Tenant's backyard items taken on October 28, 2024. It was not disputed that most of the possessions in the backyard were destined for the dump. Each item claimed for compensation by the Tenant is discussed below.
 1. **Trampoline.** The trampoline was purchased in 2021 at Walmart. The Tenant claims she paid \$500.00. No receipt was provided. The photo is not clear as to the condition. She acknowledges a safety net pole was broken. Left to the elements since it's purchase, I find the depreciated value reasonably \$50.00.
 2. **Washer/Dryer.** These appliances were present in the rental unit when the Tenant moved in and were not her property. She acknowledged in her communication with the Landlord at DOC-7629584 that she would not be taking them when she moved.

Therefore I find the Tenant has no entitlement to compensation for these appliances.

3. **Lawnmower.** No lawnmower appears in the photo of the backyard. The tenant thought she bought it in 2018. She could not say what brand or what size. She provided no receipt. I'm not satisfied that the Lawnmower was in fact in the backyard, and regardless, without knowing it's value and condition, no order is reasonable.
4. **Weight Plates.** A photo of the interim shows 4-5 weight plates and kettle ball were left in the rental unit. The Tenant had no receipt. She could only estimate what they were worth new and did not know when they were purchased. I assign a nominal value of \$50.00 for the plates.
5. **Bicycles.** The Tenant claims 5 bicycles were in the backyard, attached the back fence behind the trampoline. They could not be seen in the photo. The Tenant had no receipt for the bicycles and could not state their make, model, age or condition. Given the insufficiency of evidence no compensation is reasonable.
6. **Sled Cover.** The Tenant states a 'sled cover' was in the backyard. It does not appear in the photo provided. No receipt, or adequate evidence of description, age or condition was provided. No compensation for this item is therefore reasonable.
7. **Stove.** The Tenant purchased a stove and was entitled to take it with her. The Landlord discarded it when clearing her other items. She could not state the age, condition, brand or size. The Landlord has the stove available for her to pick up as it was not discarded. I find therefore that an order requiring pickup of the stove is appropriate in the circumstances.
8. **Patio Table.** A rectangular metal patio table with glass top and six metal chairs appears in the backyard photo. The Tenant testified she paid approximately \$5-600.00. I find the depreciated value of the table likely \$250.00 and order that amount to be paid by the Landlord.
9. **Jolly Jumper.** The Tenant states she had a jolly jumper. The photo does not appear to show clearly this item but I am satisfied that the white item in the photo is the jolly jumper. A search of amazon during the hearing demonstrates the item is sold new for \$128.00. It was purchased newly in 2022. However, exposed to the elements outside ,and used for two years, I find that it's depreciated value likely to be \$50.00.
10. **Fish pump and Accessories.** The photo showed a tiny pond in the backyard. The tenant claims a pump and accessories were thrown away. She claims \$100.00. However, a search of amazon shows fishpond pumps value at \$25.00 new. The Tenant could not articulate what other 'accessories' were there, or whether the pond itself was a fixture, or a removable item. No evidence of the pumps working condition or age was provided. I find therefore that no order for the accessories is reasonable, but the pump's depreciated value is likely \$5.00.
11. **Pictures.** A picture in the kitchen purchased at Home Sense was discarded by the Landlord. The Tenant estimates the purchase value at \$60.00. However no receipt

was provided. Other pictures were, according to the Tenant, outside the camera angle of the living room photo and could not be seen. Some were gifts. She could not recall more than one such picture of a tiger made of felt. She could not state the value of these other pictures. I therefore find it reasonable to compensate for the other pictures given the lack of supporting evidence, however, \$30.00 is appropriate for compensation for the kitchen picture.

12. **Children's Wheelbarrow.** The Tenant claims a wheelbarrow was under the trampoline. It could not be seen in the photo. No evidence of age, condition or value was provided. No compensation will therefore be given for the wheelbarrow.

13. **Box of Children's Things.** The Tenant claims a box of children's photos was left in the closet of the bedroom. The Landlord produced no contrary evidence that the closet of the bedroom was empty, and Mr. Ruttan agreed that he did not look there. I am satisfied the box of photos was there. Although no specific value was requested by the Tenant for this item, the total amount claimed incorporates this item. Given the emotional distress and significant impact of losing photos, I find it not unfair to award \$1,000.00.

29. Accordingly, as a result of the Landlord's actions, I find that the Landlord must pay the Tenant \$1,435.00, which is the reasonable cost that the Tenant has incurred to replace property that was disposed.

Out-Of-Pocket Expenses

30. The Tenant claimed future out-of-pocket expenses of \$1,000.00 for gas expenses to go and buy all the things that were lost again, and the truck rental to transport those things. There were not actual current out of pocket expenses but future estimated gas expenses and possible truck rental to go out and re-purchase discarded items. The Tenant would have attended to pick them up from the rental unit if they had not been discarded, so she would not have been out of pocket. Given these are not actual out-of-pocket expenses, no compensation will be ordered.

Rent Abatement

31. The Tenant claimed a rent abatement from the time she was locked out to the end of the Tenancy. She paid \$1,700.00 for last month's rent to November 30, 2024. Based on the Tenant's evidence that she discovered she was locked out on November 16, 2024, I find it reasonable that the Landlord return to the Tenant rent for the 15 days from November 16 to November 30, 2024, in the amount of \$838.35 ($1,700 \times 12/365 = 55.89$ per diem amount $\times 15$).

Fine

32. The Tenant also requested the Board order the Landlord pay an administrative fine for breach of the Act. The Board's Interpretation Guideline 16 states that an administrative fine is a remedy to be used 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 Act and other remedies will not provide adequate deterrence and compliance”.

33. In the present case, I have considered the Landlord immediately acknowledged the mistake made and made attempts to compensate the Tenant. They were polite and apologetic. They did not dispose of the stove. I have also considered that the Tenants have been awarded a substantial monetary remedy, and so I find that this provides a sufficient deterrent. The request for an order for an administrative fine is denied.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,321.35. This amount represents:
 - \$1,435.00 for the reasonable costs that the Tenant has to replace property that was damaged / destroyed / disposed of as a result of the Landlord's actions.
 - \$838.35 for the return of last month's rent prorated for November 16, 2024 to and including November 30, 2024.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 7, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 7, 2026, the Landlord will owe interest. This will be simple interest calculated from April 8, 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 make available the Tenant's stove until April 27, 2026, for the Tenant or a her designate to pick it up at a mutually agreeable time. If the Tenant or her designate does not pick up the stove by end of day on April 27, 2026, the Landlord may dispose of it on or after April 28, 2026. .

March 27, 2026
Date Issued

Julie Broderick
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.