



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-017003-26

In the matter of: 8 CLARINGTON BLVD
BOWMANVILLE ON L1C7E5

Between: Mohan Raman Tenant

And

Srithaaran Kanthasamy Landlord

Mohan Raman (the 'Tenant') applied for an order determining that Srithaaran Kanthasamy (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.

This application was heard by videoconference on March 26, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must return possession of the rental unit back to the Tenant on or before March 27, 2026 and pay the Tenant \$3,548.00 on or before April 7, 2026.

Preliminary Issue: Lacking Particulars

2. It appears that the allegation of illegal entry does not include sufficient details such as dates and times and only states "he has entered the rental unit multiple times without providing proper notice or obtaining my consent." The Tenant submits this is his first application before the Board so he was unaware that this would be required however the application itself notes that these details should be included.

3. I do not find, based on the details on the application related to the issue of illegal entry, that the details are sufficient for the Landlord to understand what date(s) the Tenant alleges he entered the unit illegally. This was confirmed by the Landlord.
4. The importance of providing sufficient particulars is explored in Divisional Court jurisprudence which seems to emphasize that the respondent should be able to know enough to make a defence to the allegation.
5. As such, the application based on this claim is dismissed.

T2 Application

6. The following facts are not contested by the parties:
 - a) The tenancy agreement signed in June 2025 by the parties was for a three-year term until June 2028;
 - b) The residential complex is a house with four bedrooms that the Tenant occupied;
 - c) The lawful monthly rent was \$2,500.00;
 - d) Prior to February 10, 2026, the Landlord began informing the Tenant that he required vacant possession of the rental unit due to financial constraints.
 - e) On February 10, 2026, the Landlord unilaterally locked out the Tenant from his unit. After much yelling and screaming, the Tenant was permitted to go back in, only to be locked out again on February 23, 2026.
 - f) At the hearing it was confirmed that the parties had not agreed to terminate the tenancy, there was no order terminating the tenancy and evicting the Tenant nor did the Tenant give the Landlord a notice of termination.
 - g) As of the hearing date, the Tenant remains out of possession of the rental unit, the Landlord has not moved into the rental unit and the Tenant's belongings remain at the premises.
 - h) The Landlord has cashed in the rent cheques for February 2026 and March 2026.
7. Given the uncontested evidence before the Board, 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 on February 10, 2026 and February 23, 2026 and in doing so, substantially interfered with the Tenant and their family's reasonable enjoyment of the premises and obstructed and interfered with the Tenant.

Remedies

8. The Tenant seeks the following remedies: return possession of the rental unit, out of pocket expenses of \$3,500.00 and the Landlord to stop the behaviour going forward.
9. With respect to the request for a return to the rental unit, subsection 37(1) of the Act says a tenancy may be terminated only in accordance with this Act either by notice or by an agreement. Section 39 of the Act provides that landlord shall not recover possession of a rental unit unless the tenant has vacated or abandoned the unit, or an order of the Board has authorized the possession.

10. In the absence of an order issued by the Board terminating the tenancy and evicting the Tenant or evidence that the Tenant either abandoned or vacated the rental unit, I find that the Landlord was in breach of section 24 of the Act on February 10, 2026 and February 23, 2026 when they unlawfully locked out the Tenant. This section states:

24 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**.

[Emphasis added.]

11. While the Landlord states he required the premises due to financial issues and that the Tenant was informed of this but chose not to leave, I find that the Landlord improperly regained possession of the rental unit, without complying with the statutory process and obtaining the requisite order.
12. Therefore, I find the Tenant is entitled to possession of the rental unit and an order shall issue accordingly with a daily fine to be imposed should the Landlord fail to comply.
13. With respect to the Tenant's request for the Landlord to cease from this behaviour, I find it appropriate to grant as the Tenant was displaced from his home through no fault of his own. The Landlord shall educate himself regarding his obligations and responsibilities under the *Residential Tenancies Act, 2006* and shall follow the process outlined in the Act
14. Finally with respect to the request for \$3,500.00 in out-of-pocket expenses, I find the Tenant is entitled, at minimum, to this amount. I say this because the Tenant was locked out of his unit without warning, and was unable to obtain his possessions for him, his wife and three children who were also displaced due to the Landlord's conduct. I find, while there were no receipts, that the amount sought is appropriate for arranging alternative temporary emergency housing, and replacement of their essential belongings as well as food and other necessities.
15. While the Landlord does not believe he should be financially liable to the Tenant, I cannot find this to be appropriate under the circumstances. While the Landlord submits he is financially unable to compensate the Tenant, it was the Landlord's decision to lock out the Tenant instead of allowing him to stay and continue paying rent.
16. Therefore I find the Landlord must pay the Tenant \$3,500.00 within the standard eleven-day period.
17. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Landlord shall return vacant possession to the Tenant on or before March 27, 2026 and continue the tenancy at the same monthly rent charged had the tenancy not been interrupted.

2. If the Landlord fails to comply with paragraph 1 of this order, the Tenant may file this order with the Court Enforcement Office (Sheriff) so that the order directing the Landlord to return possession to the Tenant may be enforced. The Tenant is entitled to deduct from the rent any fee charged by the Court Enforcement Office (Sheriff) for this service.
3. Upon receipt of this order the Court Enforcement Office (Sheriff) is directed to give possession of the rental unit to the Tenant on an **expedited basis**.
4. If the Landlord fails to comply with paragraph 1 of this order, the Board may consider levying a \$1,000.00 fine per day, up to \$50,000.00 maximum (LTB jurisdiction), or until the Landlord complies.
5. The total amount the Landlord shall pay the Tenant is \$3,548.00. This amount represents:
 - \$3,500.00 for the reasonable out-of-pocket expenses the Tenant has incurred; and
 - \$48.00 for the cost of filing the application.
6. The Landlord shall pay the Tenant the full amount owing by April 7, 2026.
7. 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.
8. If the Landlord does not pay the Tenant the full amount owing by April 8, 2026, the Tenant may recover this amount by deducting \$1,000.00 from the rent each for the months of April, May and June and the balance of \$548.00 for the month of July 2026.
9. The Tenant has/have the right, at any time, to collect the full amount owing or any balance outstanding under this order.
10. The Landlord must refrain from unilaterally changing the locks and not providing keys to the Tenant and/or interfering with the Tenant and their occupant's access to the residential complex and/or rental unit.

March 27, 2026
Date Issued

Sonia Anwar-Ali
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.

The part of this order allowing the Tenant to recover possession of the unit and prohibiting the Landlord from re-renting the unit to anyone else expires and cannot be enforced if:

- a. The Tenant does not file this order on or before April 11, 2026 with the Court Enforcement Office (Sheriff) which has territorial jurisdiction where the rental unit is located, or
- b. The Tenant files this order with the Court Enforcement Office (Sheriff) but the order has not been enforced on or before May 11, 2026.