



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: McLean v Klapcic, 2025 ONLTB 45047

Date: 2026-04-08

File Number: LTB-T-097905-24-RV

In the matter of: A, 608 Concession Street
Hamilton ON L8V1B3

Between: Jennifer McLean Tenant

And

Elvis Klapcic Landlord

Review Order

Jennifer McLean (the 'Tenant') applied for an order determining that Elvis Klapcic (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 resolved by order LTB-T-097905-24 issued on June 11, 2025.

On July 3, 2025, the Tenant requested a review of the order.

The review was heard by videoconference on August 8, 2025 and September 22, 2025.

The Landlord and the Tenant attended the hearings.

Determinations:

Request to Review

1. For the reasons set out below, I am satisfied that there was a serious error in the original proceeding.
2. At the first hearing of this matter on March 6, 2025, both the Landlord and Tenant testified with respect to the events alleged to have occurred on September 3, 2024. The Tenant

alleged that the Landlord sent an individual to the rental unit to change the locks on that date and the Landlord did not acknowledge doing so. It became apparent at the hearing that there was potentially more evidence (specifically testimony from a police constable who attended the rental unit on that date) that could help to determine the issues in dispute. The hearing was adjourned for the purpose of obtaining additional evidence to resolve the issues in dispute.

3. Prior to the reconvened hearing on May 29, 2025, the Tenant filed video evidence of her interactions with the individual who came to change the locks on September 3, 2024. Although the Tenant told the Member at the reconvened hearing that she had filed this video evidence, the Member did not review it. I find this to be a serious error in the proceeding. The purpose of adjourning the hearing on March 6, 2025 was to obtain evidence to help resolve the conflicting versions of events presented by the Landlord and the Tenant. The video evidence was a proverbial smoking gun that would have resolved some of the issues in the Tenant's favour. I find it was a serious error not to review this evidence.
4. As a result, I cancelled the order and proceeded to hear the Tenant's application anew.

Tenant's Application

5. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$2,842.19.
6. The Tenant testified that on September 3, 2024, she was in the process of preparing to move out because the tenancy had been terminated as of August 31, 2024 by order LTB-L-015354-24. A man came to the rental unit that day and knocked on the front door. She did not answer the door. The man proceeded to unlock one of the locks on the front door of the rental unit. The Tenant then opened the door and confronted the man. The man told her that he had come to change the locks to the rental unit.
7. The Tenant submitted into evidence several videos of the incidents that occurred on September 3, 2024.
8. DOC-5197536 is a video taken by the Tenant on the sidewalk in front of the rental unit. In the video, the man states that he is there to change the locks. The Tenant states that she had been trying to get in touch with the Landlord. The man then makes a phone call and leaves a voice message stating "she's still in the apartment so please call me back as soon as possible right now."
9. DOC-5197563 is another video taken by the Tenant on the sidewalk in front of the rental unit. In this video, the man is speaking to someone, presumably the Landlord, on the phone saying that the Tenant is still there, discussing the keys to the rental unit, asking if the Landlord wants to speak to the Tenant (which is apparently declined), and asking for instructions on what to do.
10. DOC-5197584 is another video taken by the Tenant on the sidewalk in front of the rental unit. In this video, the man tells the Tenant that he must change the locks, he asks if he can take the Tenant anywhere else, and restates that he must change the locks.

11. The Tenant testified that she then left the rental unit because she understood that the man was going to change the locks that day.
12. The Tenant texted the Landlord at the time the man was at the rental unit to change the locks. The Tenant also phoned the Landlord and texted the Landlord multiple times in the following days seeking an opportunity to recover her possessions from the rental unit. The Landlord did not respond to any of the Tenant's attempts at communication. The Tenant submitted into evidence text messages and phone records of her attempts to communicate with the Landlord after September 3, 2024 (these are attached to the Tenant's request to review).
13. The Tenant said that her 2 cats were taken by Animal Control and that she stayed in a tent and shelter for several weeks after the September 3, 2024 incident.
14. The Tenant said that in mid October 2024 she discovered that the Landlord was not allowed to change the locks to the rental unit without Court Enforcement. She also discovered at that time that the Landlord had enforced order LTB-L-015354-24 through Court Enforcement on September 26, 2024 and that the Landlord had lawful possession of the rental unit as of that date.
15. The Tenant stated that she was never able to recover the possessions that were left in the rental unit on September 3, 2026 and that being abruptly removed from the rental unit was mentally distressing. She also testified with respect to the items left in the rental unit and their approximate value.
16. The Landlord denied anyone changing the locks on September 3, 2026. He also denied anyone unlawfully entering the rental unit on that date.
17. At the original hearing of this matter, the Landlord obviated addressing whether he had sent someone to the rental unit on September 3, 2024, however, at the review hearing, he did not deny sending someone to the rental unit on September 3, 2026 to see if the Tenant had moved out as he was expecting in light of order LTB-L-015354-24.
18. The Landlord states that he had the order lawfully enforced on September 26, 2024 and that he disposed of whatever was left in the rental unit. He submitted into evidence a video walk-through of the rental unit taken Monday, September 30, 2024 (DOC-5170534). This video showed that the Tenant had a significant amount of possessions still in the rental unit. Most of the items were packed in totes and bags, presumably in preparation to move. The Tenant acknowledged that this video, with the exception of the broken TV (see below), largely reflected how she left the unit.
19. The Landlord did not adequately explain why he did not respond to the Tenant's attempts at communication after September 3, 2026. He said that he felt he had been wronged by the Tenant's failure to pay rent and by her failure to move out in accordance with order LTB-L-015354-24 and that he did not feel obliged to respond to her.
20. The Landlord contested the Tenant's testimony with respect to the value of the items left in the rental unit.

Analysis

21. There is insufficient evidence to determine whether the locks were changed unlawfully or whether the Landlord illegally entered the rental unit prior to enforcement on September 26, 2024. As a result, these portions of the application are dismissed. I should also note that the only remedy the Tenant sought in her amended application was with respect to her lost possessions. As the Tenant will be compensated for these items with respect to the claims identified below, a finding with respect to the locks or illegal entry would have been superfluous. Similarly, a finding that the Landlord did not give the Tenant 72 hours after enforcement is not necessary given the findings below.
22. I am persuaded that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit and that they coerced the Tenant to vacate the rental unit. I am also persuaded that the Tenant's property was disposed of because of the Landlord's actions.
23. The Tenant's video evidence leaves little doubt that the Tenant was coerced to leave the rental unit on September 3, 2024. The man who attended the rental unit repeatedly told the Tenant that he had to change the locks, even after consulting with the Landlord, until the Tenant left.
24. The Landlord's failure to respond to the Tenant between September 3, 2024 and September 26, 2024 constitutes substantial interference. I say this because of the particular nature of the Tenant's text communications. It is clear from the Tenant's texts that she believed the locks had been changed and that she no longer had access to the rental unit unless the Landlord let her in. The Landlord's failure to respond to the Tenant's texts to inform her that she still had lawful possession of the rental unit constitutes substantial interference. The Landlord allowed the Tenant to believe that she had been locked out of the rental unit.
25. The coercion and substantial interference by the Landlord caused the Tenant to vacate the rental unit and prevented her from recovering her possessions which resulted in their loss.

Remedies

26. The Tenant's amended application only seeks compensation for her lost possessions and I find it appropriate to grant the Tenant's request.
27. To determine the appropriate quantum, it is necessary to determine what was left in the rental unit and the value of the items left in the rental unit.
28. With respect to what was left in the rental unit, there is clear video evidence taken by the Landlord that the Tenant left a significant quantity of items in the rental unit. While some of these items are clearly discernible in the video (e.g. pots, dishes, skateboard, radio, shelving units, TV (broken), TV not broken, bed, bedding, chair, fan, dressers, garbage can, and what appears to be several bags of clothing), it is not possible to discern from the video what was stored in the multiple bags and totes left in the rental unit.
29. The Tenant provided a list of the items allegedly left in the rental unit in her amended application and testified that the list accurately reflects what was left in the rental unit.

30. The Landlord did not provide evidence to undermine the accuracy of the Tenant's testimony/evidence on this point.
31. While I accept that a significant number of items were left in the rental unit as clearly evidenced in the video, I had some difficulties with the list of items provided by the Tenant. Some of the items listed (e.g. 8,634 photographs) are unexpectedly specific and unlikely to be accurate. In addition, the volume of items identified on the list did not appear to accord with the quantity of items in the Landlord's video, which, as noted above, the Tenant confirmed accurately represented what was left in the unit, with the exception of broken television. Having said that, and understanding that there might be some slight embellishments, I except the Tenant's list as largely accurate.
32. The parties disputed whether the broken large screen TV depicted in the Landlord's video was broken when the Tenant vacated. The Tenant testified that it was not broken when she left the rental unit while the Landlord testified that it was broken when he obtained possession of the rental unit. The video evidence, which was taken several days after the order was enforced by the Court Enforcement Office does not assist in determining this issue. While the burden of proving the application is always on the Tenant, I find that since the Landlord is alleging that the TV was broken, the burden is on the Landlord to prove this point. I also note that the Landlord had the opportunity to take video evidence when he first gained entry to the rental unit, but failed to do so. I am not satisfied, based on the evidence before me on a balance of probabilities, that the Landlord has proven that the TV was broken when the Tenant vacated. As a result, I conclude that this item was not broken when the Tenant vacated and the Landlord will be required to compensate the Tenant for this item.
33. With respect to the value of the items left in the rental unit, the Tenant requested \$34,993.00. To support the amount claimed, the Tenant identified amounts and provided links to various websites for each of the items in the Tenant's aforementioned list. I did not find this list to be particularly helpful for a number of reasons. Firstly, many of the links did not work so it was difficult to corroborate the amount claimed. Secondly, the amounts claimed, for most of the items, appeared to be for the amount it would cost to buy the items anew rather than for what it would cost to buy them used, this being the more appropriate amount to claim given that the Tenant's lost property was used rather than new. Finally, some of the amounts claimed were just not realistic (e.g. \$100.00 for a calculator, \$4,000.00 for Ziploc bag of old phones). As a result, I do not accept the accuracy of the amount requested by the Tenant.
34. Given the difficulties noted above with respect to what was left in the rental unit and the value of those items, I found the best way to determine the Tenant's overall loss was to review the video, whilst being cognizant of the Tenant's list, and while relying on my past experience, having regard to like and similar cases, regarding value. While by no means perfect, I found this to be the best means to approximate the value. It would not have been appropriate to deny the Tenant any amount because she failed to establish value since there clearly were a large number of items left in the rental unit that did have some quantum of value. It would also not have been appropriate to grant the full amount requested by the Tenant as this overestimated the value, as identified above. Using the aforementioned method, I find the reasonable cost to replace the property that was disposed of to be \$10,000.00.

35. The Landlord argued that the Tenant should not be compensated for all the lost items because the Tenant had expressed to the Landlord that the Tenant did not intend to take all of her items when she eventually moved out. Although the Tenant contested this to some extent, I do not find it necessary to resolve the conflicting testimony as I see no value to the Landlord's argument on this point. Whether the Tenant did or did not intend to remove the belongings is immaterial given that the Landlord deprived the Tenant of any opportunity to remove them. We do not know, and because of the Landlord's actions we can never know, what the Tenant would or would not have taken.

Set-Off

36. The Tenant owes the Landlord \$7,210.82 pursuant to order LTB-L-015354-24 (i.e. \$3,006.00, the amount owing up to the hearing date of June 19, 2024, plus \$3,485.36 for 76 days from June 20, 2024 to September 3, 2024 at \$45.86 per day, plus \$719.46 in interest from September 1, 2024 at 7%).
37. The Landlord is permitted to set off the amount owing to him from the amount he is required to pay the Tenant.
38. Therefore, I find that the Landlord must pay the Tenant the net amount of \$2,789.18.

It is ordered that:

1. The request to review order LTB-T-097905-24 issued on June 11, 2025 is granted. The order is cancelled and replaced by this order.
2. The Landlord shall pay the Tenant \$2,842.18 on or before April 20, 2026. This amount represents:
 1. \$10,000.00 for the reasonable costs the Tenant has/will incur to replace property that was disposed of as a result of the Landlord's actions,
 2. \$53.00 for the cost of the application,
 3. less \$7,210.82 owing to the Landlord as a result of order LTB-L-015354-24 (note: order LTB-L-015354-24 is now satisfied).

April 8, 2026
Date Issued

Richard Ferriss
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.