



## **Order under Section 31 Residential Tenancies Act, 2006**

**Citation:** Reddy v Momaya, 2026 ONLTB 27027

**Date:** 2026-04-07

**File Number:** LTB-T-001825-26

**In the matter of:** 1, 143 Balsam Street South  
Timmins On P4N2E1

**Between:** Kamakshi Reddy Tenant

**And**

Mohsin Momaya Landlord

Kamakshi Reddy (the 'Tenant') applied for an order determining that Mohsin Momaya (the 'Landlord'):

- entered the rental unit illegally.
- 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.
- withheld or interfered with their vital services or care services and meals in a care home.
- did not give the Tenant a written tenancy agreement for their care home unit or the agreement did not include information about care services and meals and / or the charges the Tenant agreed to pay for them.

This application was heard by videoconference on March 27, 2026.

The Tenant attended the hearing along with her boyfriend and witness, Amandeep Singh ('AS'). The Landlord's brother and agent, Vakkas Momaya, attended the hearing on behalf of the Landlord. I will refer to his evidence and testimony as the Landlord's.

### **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 \$250.00.

#### The Act applies

2. The Landlord made vague statements that the Residential Tenancies Act, 2006 (the 'Act') does not apply and the Tenant is not a tenant. He did not rely on any case law nor cite any

specific provision of the Act, and did not present a legal argument in support of his position.

3. As I understood the Landlord's position, it was that the unit only had one legal tenant ('Manpreet'). The Tenant and other people who occupied the rental unit along with Manpreet were merely roommates/occupants/sublessors. The Landlord has no lease with them and never received rent directly from them.
4. The Landlord bears the burden of proof on a balance of probabilities as the party alleging that the Act does not apply.
5. His evidence consisted of testimony and some supporting evidence, including what he claims to be a copy of the parties' lease.
6. The Tenant provided testimony to the contrary, their own version(s) of the lease, and some other corroborating evidence as well.
7. I do not find that the Landlord met the requisite burden of proof in establishing that the Act does not apply.
8. I have two conflicting versions of the events, and I am unable to prefer the Landlord's version over the Tenant's.
9. The Landlord provided a brief testimony. The Landlord leased the unit to Manpreet in March 2025 who paid the deposit and paid full monthly rent (Document 7602866 in the Tribunals Ontario Portal ('TOP')). The Landlord never received a single penny from anyone other than Manpreet and only communicated with Manpreet. The Tenant and other occupants just moved in, started causing troubles, the Landlord had to call the police. The issues started around November/December 2025. The Landlord found out about the Tenant in November/December 2025.
10. Parts of this story were untrue or, at least, inaccurate. On cross-examination the Landlord admitted that the Landlord was texting with Tenant as early as May or possibly even April 2025 thus contradicting his testimony that the Landlord didn't find out about the Tenant until November/December. There was no dispute that the Landlord did, in fact, receive rent from the Tenant in February 2026 thus contradicting the Landlord's testimony that they never received a penny from the Tenant.
11. The Tenant testified why they believe they are a tenant. They do not dispute that the Landlord initially had a lease with Manpreet in March 2025. They claim that they then signed a lease on April 20<sup>th</sup>, 2025 (document 7522919 in TOP is an unsigned copy of the lease). They signed it in person with the Landlord, not his brother/agent. The Landlord never gave them a signed copy despite the Tenant requesting a copy by text on December 4<sup>th</sup>.
12. On cross-examination the Tenant explained that her rent of \$500 a month was determined by the Landlord himself because she had a private room. Manpreet collected rent for the house and paid it directly to the Landlord for convenience only. The Tenant claims that Landlord's version of the lease is fraudulent/altered. This is a serious allegation that should have been corroborated.

13. The Landlord served the Tenant an N12 addressed to all occupants including the Tenant who is listed as a sublessor on January 4, 2026. The Tenant decided to move out within 60 days, i.e. by March 4, 2026 but did not communicate this intention to the Landlord.
14. Neither party's story adds up completely, but the Tenant's version is at least as persuasive as the Landlord's, and this is fatal to the Landlord's argument as he bears the burden of proof to establish that the Act does not apply. The Landlord could have called Manpreet and other witnesses to corroborate his story. The Landlord himself could have attended the hearing to contradict the Tenant's claim that they reached an agreement with him in April/May. The Landlord's brother has no first-hand knowledge of what may or may not have been said in April/May. Some of his statements were untrue or inaccurate as addressed above.
15. I find that the Act applies to this tenancy.

Illegal lockout

16. I find that the Landlord locked the Tenant out contrary to section 24 of the Act.
17. There was no dispute that the locks were changed on February 28<sup>th</sup>, 2026, when the Tenant was still occupying the rental unit. There was no dispute that the Tenant was not given a replacement key immediately when the locks were changed. The Landlord later reluctantly provided a key on a temporary basis after the Tenant called the police. The Tenant then permanently vacated the rental unit on or about March 3, 2026.

Other allegations

18. I do not find that the Tenant established any other allegations on the balance of probabilities. I will not reproduce the parties' evidence and testimony in great detail below. It was disjointed, unorganized, and hard to follow at times. I considered all of the evidence adduced at the hearing and reviewed my detailed notes prior to writing this order.
19. The Tenant claims that the Landlord entered the rental unit illegally, harassed her, and substantially interfered with her reasonable enjoyment. She complains that the Landlord had an issue with AS residing at the unit, with her turning up the heat, and her using a parking spot. She claims that the Landlord's way of handling these concerns was improper. She testified about these events. On cross-examination she admitted that she didn't provide any corroborating evidence to support her claim that the Landlord entered the rental unit illegally in the manner she alleged. She was argumentative and evasive during cross-examination. She did not call witnesses and didn't produce evidence that would have been logical and persuasive in order to support her claim (calling Manpreet to testify, providing video evidence she claimed existed etc.)
20. The Landlord testified that the Tenant caused many issues, and the Landlord attempted to address them. I found the Landlord's testimony about these issues to be at least as persuasive as the Tenant's. The relationship between the Landlord and the Tenant and even between the Tenant and other tenants appears to have become acrimonious, but based on the totality of the evidence I am unable to find that it is more likely than not that the Landlord breached the Act prior to February 28<sup>th</sup>.

21. Both parties appear to misunderstand their rights and responsibilities under the Act but I am unable to find that the Tenant established any specific breach of the Act on a balance of probabilities. The Tenant bears the burden of proof in establishing her allegations. The Tenant claims that the Landlord persistently entered the unit illegally but provided nothing more than a brief testimony about one specific entry. Her evidence about harassment and substantial interference was similarly unpersuasive. She failed to call a number of witnesses who could have corroborated her story if it were true.
22. I am also unable to find that it is more likely than not that the Landlord did not give the Tenant a copy of their lease as I am not persuaded that it is more likely than not that the parties in fact signed a lease. As it relates to the disputed lease documents, I am unable to prefer the Tenant's version of the events over the Landlord's just like I am unable to prefer the Landlord's version over the Tenant's. It would appear that one or both of them may have filed altered/fraudulent documents into evidence but there is no clear way to establish which document, if any, was authentic. The parties' conduct throughout the tenancy does not clearly support one position over the other.

#### Remedies

23. The Tenant was briefly locked out on February 28<sup>th</sup>. She was already planning to leave on March 4<sup>th</sup> and had made arrangements to do so. The Landlord allowed her to get back into the rental unit until she moved into her new place.
24. I find that the Tenant is entitled to a rent abatement of \$250.00 for the inconvenience and stress associated with this brief illegal lockout.
25. I do not find that any other remedy is necessary or appropriate. I considered imposing a fine on the Landlord for the illegal lockout and for his misconduct during the hearing but ultimately decided against it. This is the first time that the Landlord has breached the Act that I am aware of. He allowed the Tenant to get back into the rental unit shortly after the lockout. It was undisputed that all other occupants had vacated the rental unit by February 28<sup>th</sup> and that the Tenant did not communicate her intentions to the Landlord in advance. This may have made it genuinely difficult for the Landlord to determine whether the Tenant was still occupying the rental unit. I do not find that a fine is needed to deter misconduct or encourage compliance in all of the circumstances. I will similarly not impose a fine on the Tenant despite her repeated misconduct during the hearing even though I was initially inclined to do so.
26. The LTB typically awards the filing fee to a party that was substantially successful. I do not find that the Tenant was substantially successful and, considering her misconduct at the hearing, I deny her request to have her filing fee reimbursed. She established only one of the many allegations contained in her application.

#### **It is ordered that:**

1. The total amount the Landlord shall pay the Tenant is \$250.00.
2. The Landlord shall pay the Tenant the full amount owing by April 19, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by April 19, 2026, the Landlord will owe interest. This will be simple interest calculated from April 20, 2026 at 4.00% annually on the balance outstanding.

**April 7, 2026**  
**Date Issued**

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Vladimir Nikitin  
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.