



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-068218-23

File Number: LTB-T-050833-24

In the matter of: BASEMENT, 15 JAMES AVE
STONE CREEK ON L8G 3K2

Between: Christopher Kozel Tenant

and

Keith Bedford Landlord

In file number LTB-T-068218-23, Christopher Kozel (the 'Tenant') applied for an order determining that Keith Bedford (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.

In file number LTB-T-050833-24, the Tenant applied for an order determining that First Place Realty and Keith Bedford (the 'Landlord') gave a notice of termination in bad faith.

These applications were heard by videoconference on April 7, 2026.

The Tenant, his legal representative Joseph Kazubek, and the Landlord attended the hearing.

Determinations:

1. These related applications were scheduled on the same docket. After case management discussions, I agreed with the parties' joint submissions that I should hear them together because the evidence was common to both.
2. The parties had agreed the Tenant would cut the grass in the backyard. The Tenant says that following a disagreement on that subject, the Landlord gave him a bad faith notice of termination claiming he required the rental unit for his own use, then immediately locked him out and removed his belongings to storage causing property loss. The Tenant also claims that this conduct, plus the Landlord's wielding of a baseball bat and cutting his

internet cable, substantially interfered with his reasonable enjoyment of the rental unit and also amounts to harassment.

3. The Landlord agreed he locked out the Tenant without an order of the LTB but denied it was because of the lawn maintenance dispute. The Landlord also denied that he gave a bad faith notice of termination or that he harassed or substantially interfered with the Tenant's reasonable enjoyment of the rental unit but conceded liability for the illegal lockout and for improperly removing the Tenant's belongings. On considering the evidentiary record, I agree that breaches of section 24 (illegal lockout) and section 25 (illegal entry) of the *Residential Tenancies Act, 2006* (the 'Act') have been proven on a balance of probabilities. Given that the remedies available under section 31 fully address the Tenant's losses arising from the Landlord's conduct during the tenancy, additional findings under section 57 are unnecessary as they would not alter the outcome or expand the remedies available.

Remedies

4. Having proven the grounds of his application, the Tenant is entitled to those remedies he can prove on a balance of probabilities. The Tenant acknowledged that the evidence in support of his damages was thin and the amounts he presented were largely estimates. He invited me to make what award I considered appropriate. I accept that, as trier of fact, I must assess damages despite the frailties in the evidence, even to the point of resorting to guess work: *SS&C Technologies Canada Corp. v. Bank of New York Mellon Corporation*, 2024 ONCA 675 at para. 117. The standard of proof is the balance of probabilities.
5. The Tenant claims \$6,000.00 for the increased rent that he incurred for a one-year period after he moved out of the rental unit. The Tenant described his new rental accommodations which I find to be comparable to the rental unit. I find this claim has been proven on a balance of probabilities because I find the Tenant was induced to vacate the rental unit by the Landlord's breaches. I accept the quantum claimed as fair and reasonable because it was proven by the unchallenged testimony of the Tenant with reference to his new lease, filed.
6. The Tenant eventually recovered his household furnishings but he says several high-value items were damaged which he estimated as follows:
 - \$500.00 for a coffee table
 - \$500.00 for a bookcase
 - \$500.00 for couches
 - \$300.00 to \$400.00 for a breakfast table
7. The Tenant filed photographs of his belongings in a storage unit, but I saw none of the items described. He did not present photographs of these items nor documents to prove what he paid for them or that he bought replacements. He testified his furniture had been scratched. I accept the Tenant's testimony, supported by photographs filed, that his belongings were stored in a haphazard way. I am prepared to infer from this evidence that they were also carelessly packed and carelessly moved and accept that some of the Tenant's belongings were damaged in transit. I assess an award of \$500.00 as fair and

reasonable compensation.

8. The Tenant proved, with reference to his bank statements, that he spent a total of \$262.00 on food during the period that he was rendered homeless because of the illegal lockout. He will be awarded this amount. The Tenant's claim for spoiled groceries partly duplicates his out-of-pocket food expenses but I accept his testimony that the food in his freezer was lost because of the illegal lockout. I assess an award of \$250.00 as fair and reasonable compensation.
9. The Tenant's unchallenged testimony, with reference to invoices filed, proves on a balance of probabilities that he incurred storage expenses of \$1,036.00 which he will be awarded because I find the quantum to be fair and reasonable. I find the Tenant failed to substantiate his claim that he spent \$2,000.00 hiring movers and a truck because he offered nothing to corroborate his testimony, but I accept that this process would have involved a cost. I assess an award of \$300.00 as fair and reasonable.
10. The Tenant requests an abatement of rent equaling 100% of the rent paid for two months. I accept the Landlord's conduct diminished the Tenant's enjoyment of the rental unit. Based on the evidence I accept, and my knowledge of similar cases decided by the Board, I find an award of \$500.00 to be fair and reasonable compensation.
11. I find that the Tenant's \$10,000.00 claim for general compensation is excessive in light of the evidence presented. This head of damages is intended to compensate for the mental distress, inconvenience and other non-pecuniary losses arising from the breaches. The Tenant spoke of "unbelievable stress" but without any details. I am prepared to accept that being unlawfully locked out of one's home is stressful, inconvenient and an affront to one's dignity which is a compensable loss. Based on the evidence presented and my knowledge of similar cases decided by the Board, I assess an award of \$2,500.00 as fair and reasonable.
12. The Tenant's claim for buying emergency clothing is dismissed because he retains the use of these items. The inconvenience the Tenant experienced in losing access to his clothes is accounted for in the general compensation awarded.
13. I find the Tenant's claim that he paid damages (or forfeited a deposit) to his internet service provider for not returning their equipment has not been proven on a balance of probabilities because he tendered no documents in support of the claim.
14. On considering the totality of the evidentiary record, and with reference to the Board's Interpretation Guideline 16 *Administrative Fines* dated December 15, 2018, I find that an administrative fine is not required in this case to encourage compliance with the Act and deter future breaches. Given the substantial other remedies awarded, the Landlord's expressions of contrition, and the fact that he is being prosecuted for the same conduct under Part XVI of the Act in another place, I am satisfied that there is no danger he will repeat such breaches.
15. On considering the criteria in Rule 15 of the Board's *Rules of Procedure*, I denied the Tenant's request to amend his application to include a claim for recovery of his last month's rent deposit and the compensation under section 48.1 of the Act because it would prejudice the respondent who had no notice of them. Claims of this nature are not

normally the subject of T2 or T5 applications, and the Tenant had no explanation for not requesting this amendment in a timely manner despite having had the benefit of a case management hearing and despite having been granted an adjournment some two years ago for the purpose of amending his applications.

16. The Tenant incurred costs of \$101.00 for filing the applications and is entitled to be reimbursed those costs.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$11,449.00. This amount represents:
 - \$6,000.00 for increased rent the Tenant incurred for 12 months.
 - \$500.00 for damage to personal property
 - \$262.00 for food.
 - \$250.00 for spoiled groceries.
 - \$1,036.00 for storage
 - \$300.00 for moving.
 - \$500.00 for abatement of rent.
 - \$2,500.00 for general compensation.
 - \$101.00 for the cost of filing the applications.
2. The Landlord shall pay the Tenant the full amount owing by April 25, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 25, 2026, the Landlord will owe interest. This will be simple interest calculated from April 26, 2026 at 4.00% annually on the balance outstanding.

April 14, 2026
Date Issued

Nersi Makki
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.