



Order under Section 31 Residential Tenancies Act, 2006

Citation: Mapp v 15301271 Canada Inc, 2026 ONLTB 29944

Date: 2026-04-15

File Number: LTB-T-065475-24

In the matter of: B, 5120 Dundas Street West
Etobicoke ON M9A1C2

Between: Adrian Mapp Tenant

And

15301271 Canada Inc Landlords
Tuan Nguyen

Adrian Mapp (the 'Tenant') applied for an order determining that 15301271 Canada Inc and Tuan Nguyen (the 'Landlords') substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

This application was heard by videoconference on December 23, 2025.

Only the Tenant attended the hearing.

As of 10:59 a.m, the Landlords were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

Amending the Application

1. At the beginning of the hearing the Tenant sought an adjournment to amend the application to amend the address of the rental unit to be B – 5120 Dundas St W, Etobicoke ON M9A1C2.
2. I denied the adjournment as the amendment could be made at the hearing. It was not prejudicial to the Landlords as the Landlords are aware of the address of the rental unit, and the amendment was of a clerical nature and did not alter the Landlords liability.
3. Moreover, this matter had already been adjourned multiple times, and the Tenant had not properly amended the address previously and another adjournment did not guarantee the address would be amended.
4. Therefore, the application is amended to reflect the rental unit address as B – 5120 Dundas St W, Etobicoke ON M9A1C2 and the hearing proceeded.

The Application

5. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay to the Tenant \$4,000.00.
6. The interim order in this matter dated May 28, 2025, amended the Tenant's application to remove issues already determined in LTB-T-004852-24 and left the only issue being that the Landlords disposed of the Tenant's belongings and the only remedy being that the Tenant was seeking \$10,000.00 for the cost of replacing his belongings.
7. The Tenant attempted to rely on some documentary evidence, however when I asked if it was provided to the Landlords prior to the hearing in accordance with the Board's Rules of Procedure, the Tenant indicated it had not. The Tenant had been provided with 3 separate notices of hearing and two interim orders, all of which had detailed instructions about providing the other party with copies of all documents, pictures, and other evidence in advance of the hearing.
8. As such, I determined that the Tenant had not properly disclosed his evidence and did not allow him to rely on it during the hearing. Instead, the Tenant was limited to his oral evidence.
9. I have considered all of the oral testimony and although I may not have referred to all of the testimony, I have considered it when making my determinations.
10. The Tenant testified that the rental unit was demolished while he was away and along with it all of his belongings. The Tenant testified that the Landlords either demolished or disposed of his bed, TV, all the items in his bedroom, computer, records, his bike, items in the kitchen, his blender, juicer, pioneer receiver, stereo equipment, 2 amplifiers, 2 sets of speaker, all his clothes and shoes – at least 10 pairs of converse.
11. The Tenant testified that he has not replaced everything because he does not have the money. The Tenant testified that he went to charity shops and spent about \$1,000.00 on clothes and about \$400.00 on shoes. The Tenant testified that he did not replace the TV but it was worth about \$1,000.00.
12. The Tenant testified that his computer was worth about \$500.00 but he replaced it with one for about \$100.00 because he bought a shell and got parts from the Salvation Army. The Tenant testified there was about \$1,000.00 in kitchen items and \$1,000.00 in living room items.
13. The Tenant testified that he has spent approximately \$3,500.00 replacing what was damaged or disposed of because he cannot afford to replace the rest. The Tenant testified that his bike was valued at approximately \$1,400.00 but he cannot replace it due to the value.
14. Section 22 of the *Residential Tenancies Act*, 2006 ('Act') states: A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

15. Based on the uncontested evidence before me, I am satisfied that the Landlords substantially interfered with the Tenant's reasonable enjoyment of the rental unit by damaging or disposing of the Tenant's personal possessions when they Landlords demolished the rental unit.

Remedies

16. The Tenant is requesting that the Landlords pay a total of \$10,000.00 as the reasonable cost to repair or replace property that was damaged, destroyed, or disposed of.
17. Here, based on the Tenant's testimony, I am satisfied that the Tenant has spent \$3,500.00 replacing possessions that were disposed of.
18. I am also satisfied that the Tenant has yet to replace many items that were disposed of as he cannot afford to do so. However, I am not satisfied that the Tenant has established the value of the future replacement of these items. In the absence of evidence of the value, only a nominal amount can be awarded with respect to the future items, which I fix at \$500.00.
19. Therefore, the Landlords shall pay to the Tenant a total of \$4,000.00 as the reasonable cost to replace property that was damaged or disposed of.

It is ordered that:

1. The Landlords shall pay to the Tenant \$4,000.00 to replace property that was damaged or disposed of.
2. The Landlords shall pay the Tenant the full amount owing on or before April 26, 2026.
3. If the Landlords do not pay the Tenant the full amount owing by April 26, 2026, the Landlord will owe interest. This will be simple interest calculated from April 27, 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.

April 15, 2026
Date Issued

Nicole Pedron
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.