



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

File Number: LTB-T-087450-24

In the matter of: Basement, 167 MERCER RD
CAMBRIDGE ON N1R6G7

Between: Sheri Boyd Tenant

And

Tahera Bhaiyat Landlord
Ibrahim Bhaiyat

And

Yaseen Savie Superintendent

Sheri Boyd (the 'Tenant') applied for an order determining that Tahera Bhaiyat and Ibrahim Bhaiyat (the 'Landlord') and Yaseen Savie (the 'Superintendent'):

- 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.

This application was heard by videoconference on April 8, 2026.

The Landlord's legal representative, Abraar Unia, the Landlord's witness, the Landlord's witness, Faizah Bhaivat, the Landlord's witness, Yasmin Savai, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Background

2. The rental unit is a detached house occupied by multiple tenants. The Tenant rented a single room in the basement, where three individuals resided, while two individuals occupied the upper level.
3. The Tenant testified that she left the rental unit for the weekend and returned on August 5, 2024, at which time she discovered that the locks had been changed and that she had not been provided with a key. The Tenant alleged that, as a result, she was unable to access the unit, her belongings remained inside, and she subsequently became homeless and lived in her vehicle.
4. The Tenant further testified that she did not contact the police regarding the alleged lockout. When asked about her current housing, the Tenant stated that she secured a new rental unit on May 20, 2025 with the help of Waterloo Regional Housing.
5. The Landlord's representative submitted that an N4 Notice to End a Tenancy Early for Non-payment of Rent was served on May 24, 2024, due to rental arrears. He personally served someone at the rental complex who identified herself as the Tenant. An order LTB-L-062231-24 was issued on October 28, 2024 wherein the Landlord withdrew the application as the Tenant vacated the rental unit.
6. The Landlord's agent, Yasin Savai (YS), testified that in early August 2024 he inspected the Tenant's room and found it vacant, with no belongings present. He further stated that the Tenant had not provided notice that she intended to vacate the unit. Attempts to contact the Tenant were unsuccessful, as her phone number was no longer in service.
7. The Landlord's agent also testified that the Tenant had turned off the electricity at the breaker panel, which affected the entire house.

Evidence

8. Neither party submitted documentary evidence, including photographs, correspondence, or other materials, to support their respective positions. The Tenant did not provide emails, text messages, or other records demonstrating communication with the Landlord. Similarly, the Landlord did not provide documentary evidence confirming the condition of the unit or the alleged vacancy.

Analysis

9. Section 24 of the *Residential Tenancies Act, 2026* (the Act) prohibits a landlord from changing the locks to a rental unit without providing the tenant with replacement keys.
10. Section 22 of the Act provides that a landlord shall not substantially interfere with the reasonable enjoyment of a rental unit or residential complex by a tenant or members of the tenant's household.
11. In an application under section 29 of the Act, the Tenant bears the burden of proving, on a balance of probabilities, that the alleged conduct occurred.
12. In this case, the Tenant alleges that the Landlord changed the locks and denied her access to the rental unit. However, the Tenant did not provide corroborating evidence to

support this claim. There is no documentary evidence, witness testimony, or other objective proof demonstrating that the locks were changed or that she was denied access.

13. Conversely, the Landlord's evidence is that the rental unit appeared vacant in early August 2024 and that the Tenant could not be contacted. The Landlord's position is that the Tenant had vacated the unit without notice.
14. Given the absence of supporting evidence from either party, the Board must assess whether the Tenant has met the burden of proof. On the totality of the evidence before the Board, the Tenant has not established, on a balance of probabilities, that the Landlord changed the locks or substantially interfered with her reasonable enjoyment of the rental unit.

It is ordered that:

1. The Tenant's application is dismissed.

April 13, 2026
Date Issued

Teresa Hunt
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.