



Order under Section 16.1 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Psaila v Toronto Community Housing Corporation, 2026 ONLTB 31490

Date: 2026-04-21

File Number: LTB-T-004159-26-IN

In the matter of: 506, 3479 ST CLAIR AVE E
SCARBOROUGH ON M1K1L2

Between: Michelle Psaila Tenant

And

Toronto Community Housing Corporation Landlord

INTERIM ORDER

Michelle Psaila (the 'Tenant') applied for an order determining that Toronto Community Housing Corporation (the 'Landlord'):

- 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.

This application was heard by videoconference on February 6th, 2026 and on April 15th, 2026. The Landlord's agent, Susan Strazzeri and the Tenant attended the hearing. The Landlord was represented by Navya Menon and the Tenant was represented by Jasmine Singh.

Determinations:

Overview

1. The Tenant alleges that she was illegal locked out.
2. There is no dispute that the Landlord changed the locks without providing the Tenant with replacement keys on October 28th, 2025.
3. The Landlord's argument is that the Landlord was entitled to do so because the unit had been abandoned by the Tenant.

4. There is no dispute that the Tenant did not pay rent for October 2025 or since the lockout, which is one of the necessary elements for a finding of abandonment.
5. The Tenant disputes that she had abandoned the rental unit. She states that she was out of the unit temporarily due to her pregnancy and health issues.
6. Based on the totality of the evidence adduced at the hearing I prefer the Tenant's position over the Landlord's.

Law, analysis and findings

7. This application is brought pursuant to s. 24 of *the Residential Tenancies Act, 2006* (the 'Act'): A landlord shall not alter the locking system on a door giving entry to a rental unit or residential complex or cause the locking system to be altered during the tenant's occupancy of the rental unit without giving the tenant replacement keys.
8. There is no dispute that locks were changed and that the Landlord did not provide the Tenant with a replacement key. They therefore acted contrary to s. 24 of the Act unless the Landlord's argument of abandonment succeeds.
9. 202 (1) In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so,
 - (a) may disregard the outward form of a transaction or the separate corporate existence of participants; and
 - (b) may have regard to the pattern of activities relating to the residential complex or the rental unit.
10. Under s. 39 of the Act: A landlord shall not recover possession of a rental unit subject to a tenancy unless,
 - (a) the tenant has vacated or abandoned the unit; or
 - (b) an order of the Board evicting the tenant has authorized the possession.
11. The Landlord did not issue a valid notice of termination. There was no agreement to terminate a tenancy. There was no order of the Board evicting the Tenant.
12. [2002] O.J. No. 5918 (Ont. Div. Ct.) ('*George V Apartments*') is binding on me. This case was decided under the prior legislation, the *Tenant Protection Act, 1997* (the 'T.P.A.'). Section 41 of the T.P.A. contained substantially identical wording as the present section 39. I find that the unit was not abandoned as the Landlord failed to follow the proper procedures under s. 39(a) and I agree.
13. The Tenant provided well-reasoned written (document 7257012) and oral arguments. She relies on *George V Apartments*, as well as on *Clatney v. Genova* [2005] O.J. No. 1285 (QL) 219/04 (Div. Ct.), *Borges v. Amici Holdings Limited*, [1992] O.J. No. 2422

(QL), Action No. 039474/92 (Gen. Div.), some LTB cases, and the relevant LTB interpretation Guideline.

14. The Landlord did not cite any case law or legislation in support of their position.
15. The Tenant never indicated that she had vacated the unit. She always told the Landlord that she intended to return.
16. I agree with the reasoning of Vice-Chair Lundy in SWT-94108-16 and I find that the Tenant did not abandon the rental unit for the substantially same reasons:

8. I find on the balance of probabilities that the Landlord reasonably believed that the Tenant had abandoned the rental unit as of August 31, 2016. D.B. had vacated the unit pursuant to the N11 Notice and had advised him that the Tenant had already moved out before this date.

9. However, R.B.'s subjective belief, however genuine, that the Tenant had abandoned the rental unit was not sufficient authority to recover possession under the Act. Pursuant to subsection 37(1) of the Act, a tenancy may be terminated only in accordance with the Act.

10. To that end, section 39 of the Act limits the Landlord's ability to take possession of the rental unit:

39. A landlord shall not recover possession of a rental unit subject to a tenancy unless,

(a) the tenant has vacated or abandoned the unit; or

(b) an order of the Board evicting the tenant has authorized the possession.

11. As R.B. never obtained an order from the Board authorizing possession, his only lawful route to recover the unit must lie in a finding of abandonment under subsection 39(a) of the Act. As the Ontario Divisional Court explained in *George V Apartments v. Cobb*, the terms "vacated or abandoned" in subsection 39(a) effectively have the same meaning.[1] "Vacant" implies entire abandonment and a state of non-occupancy for any purpose while "abandonment" means that the tenant no longer intends to reside in the rental unit. Abandonment within the context of the Act therefore requires both an intention to abandon and clear evidence that this has in fact occurred.[2]

12. This avenue to recovery is considerably more precarious for a landlord than reliance on an order from the Board and requires clear and unambiguous evidence that the tenant has permanently vacated the rental unit with no intention of returning. As the Court noted in *George V Apartments*:

Abandonment by the tenant is not established until some action is taken by the landlord. When faced with an empty unit, a landlord re-takes possession pursuant to s. 41(a) at some risk. The tenant may be working or vacationing elsewhere,

sometimes for a considerable period. The landlord must be satisfied the tenant has left the unit and obviously has no intention of returning. Non-payment of rent is certainly a factor to be considered. The safest course for the landlord is to bring an application under s. 78 [now section 79]...[3]

13. While section 79 of the Act is discretionary in that the landlord may apply to the Board for an order terminating the tenancy, pursuant to subsection 37(1) of the Act, a tenancy may be terminated only in accordance with the Act. In other words, absent some action by the landlord, such as seeking an order under section 79 of the Act, the fact of abandonment in and of itself does not terminate the tenancy. In other words, even where a tenant has abandoned the rental unit, this alone does not result in termination of the tenancy.
17. I find that it is more likely than not that the Landlord changed the locks contrary to s. 24 of the Act for substantially similar reasons and in accordance with binding case law above.
18. The Landlord's agent testified that she had not seen the Tenant at the property for many months. The Tenant also permitted her boyfriend and other people to live in the rental unit on multiple occasions. The Tenant also appears to have lied to the Landlord's agent on multiple occasions. For example, she claimed to have lost her keys, but keys were found with a person who was in the rental unit who claimed to have received them from the Tenant. The Tenant also failed to attend at the rental unit when the Landlord's agent urged her to do so to collect a key and a fob. The Landlord points out that she left notices at the rental unit and the Tenant never even opened the envelopes. This, in the Landlord's view, indicates that the Tenant no longer lived there. The Tenant didn't even notice that locks had been changed for over a month.
19. This, in my view, establishes the Landlord's good faith, potentially undermines the Tenant's credibility in relation to parts of her story, and will likely affect monetary remedies the Tenant is ultimately entitled to, if any. It may also help the Landlord's case when I consider whether a fine payable to the LTB would be necessary or appropriate to encourage compliance or deter misconduct.
20. It does not, however, necessarily establish abandonment that would allow the Landlord to change the locks.
21. The Tenant provided an alternative version of events. She testified that she occupied the property in the Spring and Summer of 2025 and had pictures of herself and her son at the property. She temporarily vacated the rental unit in the Fall due to her pregnancy and some complications. She filed medical evidence to corroborate her story. She needed help due to her health issues and because of childcare needs. She moved in with her mother but left many of her belongings at the rental unit and always intended to return. I found that her general credibility was seriously undermined by cross-examination (this will be further addressed in the final order in this application if necessary) but the Tenant's testimony about her health and pregnancy was credible and not shaken or undermined by cross-examination. Her intention to return and to maintain control over the rental unit were similarly not undermined in my view. I accept her testimony that she

temporarily moved in with her mother because she needed assistance and did not abandon the rental unit.

22. The Landlord may have had grounds to evict the Tenant for non-payment, substantial interference, unauthorized occupants at the rental unit, and possibly other grounds, but I am unable to find that the Landlord was entitled to simply change the locks in reliance on s. 37(1) in all of the circumstances.
23. I find that it is more likely than not that the Landlord changed the locks contrary to s. 24 of the Act.

Adjournment and interim order

24. I find it appropriate to order the Landlord to restore the Tenant in possession of the rental unit. The unit remains vacant. The Tenant testified that she would like to urgently return and start living there with her children.
25. Restoring a tenant in possession is not a mandatory remedy but is usually granted when requested where a tenant is found to have been illegally locked out and the unit remains vacant.
26. The Landlord is ordered to provide the Tenant with a replacement key and fob.
27. There was not enough time to hear the rest of the parties' evidence on April 15th, 2026. The hearing is adjourned.
28. If parties wish to file additional evidence, they shall exchange all documents, pictures and other evidence they intend to rely on at the hearing by the deadlines set out below. The parties shall also provide the LTB a copy of their evidence.

It is ordered that:

1. The Landlord shall immediately restore the Tenant in possession of the rental unit.
2. The hearing is adjourned to a date to be scheduled by the LTB.
3. The LTB will send the parties a Notice of Hearing for the next hearing date.
4. On or before May 15, 2026, the Tenant shall provide the Landlord and file with the LTB a copy of all documents, pictures and other evidence they intend to rely on at the hearing.
5. On or before May 22, 2026, the Landlord shall provide the Tenant and file with the LTB a copy of all documents, pictures and other evidence they intend to rely on at the hearing.
6. If a party does not comply with the deadlines for disclosure in paragraphs 4 and 5, the Board may refuse to accept the evidence or consider the issues not disclosed.
7. If parties want to make disclosure through the Tribunals Ontario Portal, they must sign and file the LTB's form called "Consent to Disclosure through Tribunals Ontario Portal" found on the LTB's website.

8. Parties may give disclosed material to the LTB by uploading the material to the Tribunals Ontario Portal ('TOP'). Uploading material to TOP does not constitute disclosure to the other party unless the parties have agreed in writing to exchange documents via TOP. Self-represented parties may also file material with the LTB by email. The LTB's e-mail address is ltb.evidence@ontario.ca.
9. The Landlord shall immediately allow the Tenant to recover possession of the rental unit and provide the Tenant with keys to the doors of the rental unit and the residential complex.
10. The Landlord shall not re-rent the unit to anyone else.
11. If the Landlord does not allow the Tenant to recover possession of the unit, the Tenant may file this order with the Court Enforcement Office (Sheriff) so that the order may be enforced.
12. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give possession of the unit to the Tenant.
13. I am seized.

April 21, 2026
Date Issued

Vladimir Nikitin
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.

The part of this order allowing the Tenant to recover possession of the unit and prohibiting the Landlord from re-renting the unit to anyone else expires and cannot be enforced if:

- a. The Tenant does not file this order on or before May 6, 2026 with the Court Enforcement Office (Sheriff) which has territorial jurisdiction where the rental unit is located, or
- b. The Tenant files this order with the Court Enforcement Office (Sheriff) but the order has not been enforced on or before June 5, 2026.