



**Order under Section 35(2)
Residential Tenancies Act, 2006**

File Number: LTB-L-097278-25

In the matter of: 2, 230 Tenth Street
Mattawa Ontario P0H1V0

Between: Patricia Backer Landlord

And

Angela Chicquen Tenant

Patricia Backer (the 'Landlord') applied for an order determining whether Angela Chicquen (the 'Tenant') altered the locking system without their consent.

This application was heard by videoconference on April 13, 2026 at 09:00 am.

The Landlord Representative Killian May, the Landlord and the Tenant attended the hearing.

Determinations:

1. The Tenant altered the locking system on a door giving entry to the rental without the Landlord's consent.
2. Specifically, it was the Landlord Representatives uncontested submission that on or before June 15, 2025 the Tenant had changed the locking system to the rental unit without the Landlord's consent or having provided them with a key.
3. By way of explanation the Tenant testified they had done so due to the allegation that the original locking system had malfunctioned, locking them out several times and the Landlord failed to address it. They also claimed to have attempted to provide a key but the Landlord refused to accept.
4. Based on the evidence of the parties, I accept that the Tenant changed the locking system on the rental unit without permission of the Landlord. I find the evidence of the Landlord to be more credible regarding whether the Tenant provided or attempted to provide a key, as the Tenant had no supporting evidence or dates or times to show a key was attempted to be provided. On this basis, I find the Tenant has not provided a key to the lock contrary to the Residential Tenancies Act, 2006 ('Act').
5. The Tenant testified they wished to maintain their tenancy and would change the locking system back or provide a key to the Landlord on or before April 17, 2026.

6. In response the Landlord Representative attempted to raise allegations and bring forward separate applications that were not properly before me, in order to request that no relief be provided to the Tenant and that the tenancy be terminated.
7. Section 35(3) of the Act does not permit the termination of a tenancy. As the Landlord's application was filed under section 35, I denied the above request.
8. Upon my denial of the request to terminate the tenancy and to hear other matters not before me, the Landlord then claimed they had an agreement to terminate the tenancy pursuant to a purchase and sale agreement. The Tenant denied that they had an agreement the Landlord to terminate the tenancy. Based on the evidence of both parties, I find that the Landlord has failed to meet the burden of proof to establish an agreement to terminate the tenancy.
9. Based on the above the Tenant will be ordered to provide a key to the rental unit lock to the Landlord.

It is ordered that:

1. The Tenant shall immediately provide the Landlord with a key to the door of the rental unit.
2. If the Tenant does not provide the Landlord with a key to the rental unit lock on or before April 17, 2026, then as of April 18, 2026 the Landlord shall be entitled to change the locking system on the rental unit.
3. If the Landlord changes the locking system in accordance with paragraph 2, they must provide the Tenant a key to the new locking system immediately.
4. Upon providing the Tenant with a copy of the receipt for the reasonable cost of changing the locking system, the Tenant shall reimburse the Landlord for 100% of the cost within 11 days of receiving the receipt.
5. If the Tenant fails to make the payment in accordance with paragraph 4 above, the full balance owing becomes due and payable immediately and the Tenant will start to owe interest. This will be simple interest calculated from the date of the missed payment at \$4.00% annually on the balance outstanding.
6. The Tenant shall also pay the Landlord \$201.00 for the cost of filing the application.

7. If the Tenant does not pay the Landlord the full amount owing for the cost of filing the application on or before May 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 5, 2026 at 4.00% annually on the balance outstanding.

April 24, 2026
Date Issued

Kelly Delaney
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.