



AMENDED ORDER
Order under Section 31
Residential Tenancies Act, 2006 and
Section 21.1 of the Statutory Powers Procedure Act

File Number: Citation: Patel v Modi, 2025 ONLTB 91132

Date: 2026-02-18

File Number: LTB-T-047825-22-AM

In the matter of: basement, 15 MINOS CRES
SCARBOROUGH ON M1G3P8

Between: Dhrumil Alpeshbhai Patel Tenants
Nihal Mansuri
Vishal Patel
Jay Hirpara
Vishal Shah

And

Bhadresh Modi Landlords
Nayna Modi

This amended order is issued to correct a clerical error in the original order. The correction has been bolded and underlined for ease of reference.

In Addition, it has been brought to the Board's attention that the original order may not have been distributed properly, therefore the dates for enforcement have also been amended.

Dhrumil Alpeshbhai Patel, Nihal Mansuri, Vishal Patel, Jay Hirpara and Vishal Shah (the 'Tenants') applied for an order determining that Bhadresh Modi and Nayna Modi (the 'Landlords'):

- entered the rental unit illegally.
- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenants replacement keys.
- harassed, obstructed, coerced, threatened or interfered with the Tenants.

This application was heard by videoconference on July 2, 2025, and on October 14, 2025.

The Landlords, the Landlords' Representative Thirukkumar Thirunavukarasu, the Tenants' Representative Yasmin van Maurik, the Tenant Dhrumil Alpeshbhai Patel and the Tenant Vishal Shah attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. As explained below, the Tenants Dhrumil Alpeshbhai Patel and Vishal Shah proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay Dhrumil Alpeshbhai Patel \$5,000.00 and Vishal Shah \$4500.00. As the other 3 Tenants did not attend the hearing to provide evidence, no compensation shall be awarded to them.
2. It is uncontested that the Landlord lived on the main floor and the 5 Tenants shared 3 bedrooms in a separate unit in the basement and each bedroom had a lock. Each room was furnished.

Tenant's Evidence

3. Dhrumil Alpeshbhai Patel (DP) testified that he moved into a room in the basement of the Landlord's home on October 1, 2021. He testified that he shared the room with Nihal Mansuri and his rent was \$350.00 per month plus \$50.00 per month for parking and that there were 2 other rented rooms, 2 bathrooms and a kitchen in the basement.
4. DP testified that everything was good with the tenancy until July 2022, when the Landlord claimed that he received a notice from the City of Toronto because the basement units were not legal and he was demanding the tenants to move out.
5. DP testified that he paid his rent for the month of August 2022, but the Landlord refused to accept the payment for the month of September 2022.
6. DP testified that the harassment from the Landlord started August 1, 2022, when the Landlord, without notice, entered the Tenant's room and conducted illegal searches. DP testified that he seen and heard the Landlord threaten other tenants and steal their beds from their rooms. A photo of the bed removed and another of the Landlord replacing the bed was submitted as evidence.
7. DP testified on August 1, 2022, the Landlord changes the lock and he had to call the police to attend to be allowed access back into his unit. He further testified that the Landlord never provided him with the passcode to the lock, so the main door was unable to be locked or unlocked except by the Landlord.
8. DP testified that on August 2, 2022, he seen the Landlord assault another tenant by pushing him into a wall and the police came because of it.
9. DP testified on August 4 or 5, 2022, the Landlord entered his unit, without notice, and removed his desk from his room. A photo of the missing desk was submitted as evidence.

10. DP testified on September 2, 2022, he and the other tenants each filed their own Tenant Application with the Board and each one gave the Landlord a copy of their application.
11. DP testified that after the Landlord was served with the tenant applications, he became very aggressive and when he returned home from work on September 2, 2022, at 7:30 pm, the Landlord assaulted him by trying to punch him and when he moved out of the way, the Landlord hit and caused damage to his phone. A photo of the Landlord's family bringing him away from the Tenant to stop the assault was submitted as evidence.
12. DP testified on September 30, 2022 the Landlord locked him out of his unit, along with the other tenants, and a notice on the door by a licensed paralegal, calling them SQUATTERS, informed them that the Landlord has taken possession of the "abandoned rental unit" for "non-payment of rent". The notice went on further to allege that if the tenants show up, the police would be called and all trespassers charged and arrested.
13. DP testified that the police were called and when he attended, the Landlord refused to answer the door, he was never permitted access back into the unit and unable to access his belongings. A copy of the police report was submitted as evidence.
14. DP testified that he was forced to sleep on a friend's couch for 14 to 19 days, which cost him \$200.00.
15. DP testified that he received an email from the Landlord on October 5, 2022, with instructions on how to collect his belongings from storage.
16. DP testified the Landlord wanted him to sign a release form to get his belongings, which he refused and on October 12, 2022, he signed the form to acknowledge that he received the key to the storage, but crossed out the section confirming that storage contained all of his belongings.
17. DP testified that he attended the storage unit with Vishal Shah and upon opening the unit found his belongings thrown into the unit like garbage, some in bags, some in boxes and other items loose.
18. DP testified to seeking compensation the amount of \$5,000.00 resulting from the actions of the Landlord and his items being moved into storage, which includes:
 - \$3000.00 - missing cash, which was money he had borrowed to go to India
 - \$54.00 - his laptop was scratched but working and the charger was missing
 - \$800.00 for iphone, charger and new contract
 - \$190.00 for new puma shoes
 - \$345.00 for colognes that he had purchased to take as gifts to India
 - \$93.00 for a Philips trimmer
 - Harassment, temporary shelter, food, clothes, documents, cooking utensils and lost groceries.
19. DP testified that the Landlord's actions and behaviour has been a horrible experience which have left him feeling haunted and scared.

20. The Tenant Vishal Shah (VS) testified that he moved into the rental unit on March 1, 2022, he shared a room with Jay Hirpara and his rent was \$400.00 per month. He further testified that there were 5 tenants in 3 rooms, 2 shared bathrooms and a shared kitchen.
21. VS testified that the first 6 months went well and then the Landlord received a complaint about the house that he owned next door and he became furious and worried about compliance.
22. VS testified that the Landlord started entering the rooms with no notice and then call and complain to the tenants about how they kept their room.
23. VS testified on August 2, 2022, he came home to find that his bed had been removed from his room. He called the Landlord, who admitted that he took the bed for inspection, without notice. The Landlord then requested the Tenant sleep on the floor for the night and after continued arguments, finally returned his bed at 2:30 am.
24. VS testified that the Landlord then came into his unit again at 7:30 am, snatched his blanket off of him and ordered him to come upstairs. He further testified that the Landlord then grabbed him, threw him against the wall of the house next door, which resulted in his head being banged against the wall, swelling and him feeling afraid to sleep and insecure. The police were called and attended. A copy of the police report was submitted as evidence.
25. VS testified in mid August 2022, when he arrived home, the Landlord came charging out to his car, banging on the window and screaming at him to get away from there.
26. VS testified that the Tenant had talked about the situation and were looking for somewhere to move, but before they could, the Landlord locked them out on September 30, 2022.
27. VS testified that he returned home from work on September 30, 2022, to find that he had been locked out without any access to his belongings. He further testified that he knocked on the Landlord's door for 2 hours, but the Landlord would not respond so he was forced to sleep in his car for 2 weeks which caused him fear.
28. VS testified that an agreement to terminate the tenancy was drafted in early September by the Landlord's Representative, but he did not sign it or agree to the terms.
29. VS testified that he received the keys for the storage unit on October 12, 2022 and it took him 2 days to sort through the belongings.
30. VS testified that as a result of the Landlord's actions and behaviour, he feels harassed, tortured, he lost his job, loss sleep, was assaulted, became depressed and felt vulnerable. He further testified that he has tried counselling but can not get this out of his mind.
31. VS testified that as a result of his items being taken from his unit and put in a storage unit, he is missing or items are damaged, such as chrome cast, iphone 6, alexa, iwatch, clothes, shoes, watches, documents, light board, perfume, wallet, air pods, glasses and a tv.

32. Under cross-examination, VS testified that he did have receipts for his items but they were kept in his car which was stolen in December 2022. A copy of the police report was submitted as evidence.

Landlord's Evidence

33. The Landlord Bhadresh Modi (BM) testified that he was the Landlord, and all of the tenants lived in the basement.
34. BM testified that he was always a good Landlord, that he never physically assaulted any tenant and never took any of their belongings.
35. BM testified that the Tenants left on September 30, 2022, with all of their belongings. A photo and video were submitted as evidence of Jay Hirpara retrieving belongings from the driveway.
36. BM testified that 3 tenants have given back their keys on September 30 and then he and his wife emptied the remaining items in the basement and put them in the garage until October 6, 2022, when they were moved to a storage locker.
37. BM testified that he is unaware of any of the Tenants took things that did not belong to them.
38. BM testified that he had rented out the rooms in his basement on a temporary basis to help students, but the Tenants were misusing the basement and ruining it.
39. Under cross-examination, BM testified that he had never filed with the Board to end the Tenants' tenancy, had no order from the Board and still removed the Tenants' belongings on September 30, 2022.
40. BM testified that his paralegal told him it is his right.

Analysis

41. Based on the evidence and testimony before me, I find that the Landlord entered the rental units of DP and VS illegally, I find that the Landlord altered the locking system on a door giving entry to the residential complex without giving the Tenants replacement keys and I find that the Landlord harassed, threatened and interfered with the Tenants.
42. It was uncontested that the Landlord illegally entered the rental units, and it was further uncontested that the Landlord changed the locks on September 30, 2022, without providing the Tenants with replacement keys.

43. I prefer the evidence of the Tenants that there was no agreement to end the tenancy and that both came home, found the lock changed and the Landlord refused to provide keys or grant access. The Landlord provided no agreements or orders which would support that the Tenant either left voluntarily or by order of the Board.
44. The Landlord admitted that he and his wife packed all the belongings of the Tenants and initially stored them in the garage and then in a storage unit.

Remedies

45. Based on the evidence before me, I am satisfied that because of the illegal entries, the lockout and the Landlord removing the Tenant's property the Tenants DP and **VS** incurred out-of-pocket expenses for their damaged or missing property. Therefore, I find that the Landlord must pay the Tenant DP \$4,000.00, and **VS** \$2,500.00, which is the reasonable cost that the Tenants have incurred property that was damaged, destroyed or missing.
46. As a result of the Landlord behaviour and actions from August 2022 to September 2022, including illegally entering the rental units, assaulting and threatening the Tenants to try to force them to vacate the unit, I find that a rent abatement of \$400.00 each is appropriate in the circumstances.
47. Section 31(1)(d) of the Act provides that a tenant may request that the Landlord pay a fine of up to \$50,000.00, the current jurisdiction limit of the Small Claims Court.
48. Pursuant to the Board's Guideline 16, an administrative fine is a remedy to be used by the Board to encourage compliance with the *Residential Tenancies Act, 2006* (the "RTA"), and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the RTA and other remedies will not provide adequate deterrence and compliance.
49. In the matter before me, the Landlord had a blatant disregard for the Act by failing to even attempt addressing the issues through an application with the Board and taking it upon himself to lock the Tenants out and refuse to provide them access to their belongings. Therefore, I find that the Landlord must pay an administrative fine to the LTB in the amount of \$1,000.00.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant DP is \$4,400.00. This amount represents:
 - \$400.00 for a rent abatement.
 - \$4,000.00 for the reasonable costs that the Tenant has incurred to repair or replace property that was damaged, destroyed or missing as a result of the Landlord's actions.
 - \$48.00 for the cost of filing the application.
2. The total amount the Landlord shall pay the Tenant **VS** is \$2,900.00. This amount represents:

- \$400.00 for a rent abatement.
 - \$2,500.00 for the reasonable costs that the Tenant has incurred to repair or replace property that was damaged, destroyed or missing as a result of the Landlord's actions.
3. The Landlord shall pay the Tenants the full amount owing by **May 15**, 2026.
 4. If the Landlord does not pay the Tenants the full amount owing by **May 15**, 2026, the Landlord will owe interest. This will be simple interest calculated from **May 16**, 2026, at 4.00% annually on the balance outstanding.
 5. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.
 6. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$1,000.00 by **May 15**, 2026.

February 18, 2026
Date Issued

Brenda Mercer
Member, Landlord and Tenant Board

April 28, 2026
Date Amended

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.

Payment of the fine must be made to the LTB by the deadline set out above. The fine can be paid by certified cheque, bank draft or money order made payable to the Minister of Finance. If paying in person, the debt can also be paid by cash, credit card or debit card.