



Order under Section 31 Residential Tenancies Act, 2006

Citation: Mccoppen v Jamali Ghadimi, 2026 ONLTB 35436

Date: 2026-05-01

File Number: LTB-T-014229-26

In the matter of: 369 WALTER DR
KESWICK ON L4P3A8

Between: Douglas George Mccoppen Tenant

And

Emad Jamali Ghadimi Landlord

Douglas George Mccoppen (the 'Tenant') applied for an order determining that Emad Jamali Ghadimi (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 March 12, 2026 and March 27, 2026.

The Landlord, the Tenant's Legal Representative, Vidy Matadeen, and the Tenant attended the hearings.

Angie Durigon attended the hearing on March 12, 2026 as a support person for the Tenant. Andrew Durigon attended the hearing on March 27, 2026 as a support person for the Tenant.

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.
2. By way of background, the tenancy was terminated by Board order LTB-L-065364-25 issued on November 25, 2025. The order terminated the tenancy unless the Tenant voids the order by paying the Landlord or to the LTB in trust \$22,086.00 on or before January 9, 2026. It is undisputed that the order is a final order and the Tenant did void the order.
3. The rental unit is a detached house with a shed/shop in the backyard.

4. The Tenant alleges that the Landlord changed the locks on January 10, 2026 locking the Tenant out of the rental unit and denying the Tenant access to his belongings.

Tenant's Evidence

5. The Tenant testified that he was in the process of moving out of the rental unit on January 9, 2026 and when he returned to the rental on January 10, 2026, he was locked out.
6. The Tenant testified he never had keys to the rental unit and never locked the doors.
7. The Tenant testified that the locksmith was present on January 9, 2026 but did not change the locks.
8. The Tenant testified that he spoke to the Landlord on January 10, 2026 advising the Landlord that he was not done moving and the Landlord replied with "see you in court".
9. The Tenant testified that he had a conversation with the Landlord on January 11, 2026 and the Landlord indicated that he would put the Tenant's belongings aside for the Tenant.
10. The Tenant testified that his son went to retrieve the Tenant's belongings in the yard on January 11, 2026 and someone called the police to report his son from trespassing.
11. The Tenant testified that he attempted to access the shed/shop himself later in January 2026 through the gates but the premises was covered in snow.
12. The Tenant testified that he contacted a David from a legal clinic after January 10, 2026 and the Landlord was unresponsive to David's calls.
13. The Tenant did not contact the Landlord himself and only accessed the rental unit on March 21, 2026 to retrieve some of his belongings after interim order LTB-T-014229-26-IN was issued and the parties' first appearance before the Board for this application on March 12, 2026.

Landlord's Evidence

14. The Landlord testified that he observed the Tenant moving out on January 8, 2026 and January 9, 2026.
15. The Landlord testified that he provided the Tenant with three keys and the garage remote control when the tenancy commenced in 2017 or 2018. The Landlord did not have a copy of the items.
16. The Landlord submitted into evidence photographs taken of the various vehicles being loaded with the Tenant's belongings on January 8, 2026. A photograph of the garage door shows that it was intact and functional.
17. The Landlord filed eviction with the Sheriff on January 13, 2026. A receipt for the payment to the enforcement office was submitted into evidence.

18. The Landlord testified that that he previously had a conversation with the Tenant and it was agreed upon that the Tenant will return to retrieve his belongings when the weather improves.
19. The Landlord testified that he returned to the rental unit on January 14, 2026 and found the rental unit unsecured: the house was not locked and the doors to the shed/shop were open and the garage door was dangling in the air. Photographs were submitted into evidence.
20. The Landlord testified that he attempted to fix the garage door himself but was unsuccessful. To secure the rental unit and prevent the house from freezing, the Landlord had a contractor change the locks and repair the garage door on January 15, 2026. Photographs were submitted into evidence.
21. The Landlord testified that the Tenant's son came to the rental unit on January 15, 2026 while the Landlord was present and the contractor was changing the locks. The Tenant's son broke the fence and took some tools from the shed/shop. The Tenant's son threatened the Landlord and the Landlord filed a police report of the occurrence.
22. The Landlord testified that he saw footprints in the snow on January 16, 2026 and that someone went into the shed/shop and took items. The Landlord reported the occurrence to the police. The Landlord believes that it was the Tenant as only the Tenant is aware of how to get into the shed/shop via the window.
23. The Landlord testified that he believed the Sheriff contacted the Tenant after he filed eviction on January 13, 2026 and the Tenant vacated on January 14, 2026 due to notice from the Sheriff. The Landlord testified that he called the Tenant and the Tenant's sons but to no avail as the Tenant blocked the Landlord's number.
24. The Landlord testified that he has been living in the rental unit since January 15, 2026.
25. The Landlord testified that the Tenant vacated sometime between January 10, 2026 to January 14, 2026, did not contact him, and never returned to the rental unit. As a result, he emailed the Sheriff on January 26, 2026 to cancel the eviction as the Sheriff's services was not necessary.
26. The Landlord testified that the first contact from the Tenant was an email from the Tenant's Legal Representative on March 4, 2026 requesting access to the rental unit for the Tenant to retrieve his tools.

Analysis

27. On an application to the Board, the person who alleges a particular event occurred has the burden of proof to establish that it is more likely than not that their version of events is true. In this application, the burden falls on the Tenant to establish that there was an illegal lockout. Based on the evidence before the Board, I find that the Tenant has failed to establish this.
28. There is no dispute the tenancy was terminated by Board order LTB-L-065364-25 but the order was not enforced by the Sheriff.
29. Section 24 of the *Residential Tenancies Act, 2006* (the "Act") states:

- 24** 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.
30. With respect to when the locks were changed, I prefer the evidence of the Landlord and find that it was more likely than not that the locks were changed on January 15, 2026. The Landlord submitted photographic evidence of the contractor changing the locks on January 15, 2026. In contrast, the Tenant's evidence regarding dates were at times vague and not corroborated by any documentary evidence.
31. The Landlord's evidence was clear and consistent and I find it likely that the Landlord did not have a copy of the keys to the rental unit. The Tenant also indicated he did not have keys to the rental unit and acknowledged that he never locked the doors. While the Tenant submits the Landlord cannot change the locks without the Sheriff, I find the circumstances here warranted the Landlord to change the locks to secure the rental unit and the belongings left by the Tenant. In my view, it would be unreasonable to expect the Landlord to leave the premises unsecured until the Sheriff schedules an eviction date.
32. Given the eviction order, the Tenant was seen moving out, and the Tenant's lack of communication, I find that it was reasonable for the Landlord to deduct that the Tenant has vacated the rental unit. If the Tenant had contacted a legal clinic for assistance about an illegal lockout on or about January 10, 2026, I find it unlikely that the legal clinic would only attempt to call the Landlord and not take more formal steps such as filing the T2 application at that time.
33. I do not find that the Tenant established that he was still "occupying" the unit in any reasonable interpretation of that word pursuant to section 24 of the Act. The only evidence about "occupancy" led by the Tenant was that he had some of his belongings at the rental unit. The parties both testified that there was a conversation about the Landlord setting aside the Tenant's belongings to be picked up when the weather becomes warmer. The Tenant acknowledged that he had no means to pay the Landlord or arrange to move his belongings. As such, I find it more likely than not that there was an understanding between the parties that the Tenant would not return to occupy the rental unit but will return to pick up his belongings later.
34. In my view, the Tenant's action establishes that he vacated the rental unit on or about January 9, 2026 and had no intention of regaining possession of the rental unit to occupy. There was no communication from the Tenant to the Landlord after the locks were changed on January 15, 2026. There was no request to the Landlord for replacement keys and the Tenant did not file an application with the Board until February 18, 2026. Rather, the Tenant sent his son to retrieve belongings without any notice to the Landlord. The Tenant also acknowledged going to the shed/shop through the gates without notice to the Landlord. These endeavours lead me to believe that the parties had an agreement for the Landlord to only hold the Tenant's belongings.
35. For the reasons above, I am not satisfied that the Tenant has establish an illegal lock out. I find it more likely than not that the Tenant vacated the rental unit in accordance with order LTB-L-065364-25 and the Tenant left their belongings at the rental unit for the primary

purpose of obtaining essentially free storage from the Landlord, which the Landlord consented to.

36. Having made the determination that the Tenant was not illegally locked out, there is no basis for the Tenant's claims under section 22 of the Act for interference with reasonable enjoyment and section 23 of the Act for harassment. The Tenant's application must be dismissed.
37. I note that there were many issues with the Tenant's requested remedies as well. Even if the Tenant had established their allegations on a balance of probabilities, I would be inclined to decline most, if not all, of their requested remedies because they could have been easily mitigated their losses in accordance with section 16 of the Act. The Tenant could have contacted the Landlord and attended the rental unit to pick up their belongings as the Landlord appeared to be more than willing to permit the Tenant access and welcomed the idea of the Tenant's property being removed from the rental unit. With regards to lost income, there was no evidence before the Board that the Tenant had any prospect of employment had he had his tools. The Tenant acknowledged that winter was a slow season for his line of work and that he had no jobs lined up that he had to cancel because he was denied access to his tools. The request for a rent abatement was, in my view, inappropriate as there was no evidence before the Board that the Tenant's use of the rental unit was impeded upon while the Tenant occupying the rental unit and the Tenant did not pay the Landlord any rent and was in arrears.

It is ordered that:

1. The Tenant's application is dismissed.

May 1, 2026
Date Issued

Vicky Liu
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.