



Order under Section 31 Residential Tenancies Act, 2006

Citation: Valerio v Mancini, 2026 ONLTB 17254

Date: 2026-05-05

File Number: LTB-T-013993-24

In the matter of: 713, 2800 KEELE ST
NORTH YORK ON M3M2G4

Between: Fulvio Valerio Tenant

And

Lola Mancini Landlord

Fulvio Valerio (the 'Tenant') applied for an order determining that Lola Mancini (the 'Landlord'):

- entered the rental unit illegally.
- 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 de novo by videoconference on June 4, 2025, December 17, 2025 and February 23, 2026, with post-hearing submissions filed between March 26 and April 6, 2026.

The Landlord's agent Nancy Faria, the Landlord's Legal Representative Gregory Gryguc, the Tenant and the Tenant's Legal Representative Abdul-Mumin Oshodi attended the hearing. Robert Faria and Samantha Faria attended as witnesses for the Landlord. Domatilla Valerio, Louisa Valerio, Brittany Tatangelo and Dagemar Stephenson attended as witnesses for the Tenant.

Determinations:

Post-hearing submissions

1. The parties were directed to file limited post-hearing submissions regarding the Tenant's damage claim on or before March 25, 2026.
2. Both parties filed submissions after that date (March 26, 2026 to April 6, 2026).
3. The last of these came to my attention on April 9, 2026. It appears that each party has filed submissions of their own and reviewed the submissions of the other – in other words, although both parties were late in filing their submissions, I accept that the process has been procedurally fair and, accordingly, I have considered the submissions.

T2 application

4. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities.
5. Based on the evidence and submissions before the Board, I find that the Landlord entered the rental unit illegally, altered the locking system on a door giving entry to the rental unit without giving the Tenant replacement keys, and substantially interfered with the Tenant's reasonable enjoyment of the rental unit.

Amendment to the application

6. The Landlord does not dispute that they did not apply the last month's rent deposit to the last month of the tenancy. The Tenant did not file a T1 application for an order requiring the Landlord to return the deposit.
7. The Landlord is well aware that they were obliged to return the deposit to the Tenant if it was not applied to the last month of the tenancy. As a result, I was satisfied that the Landlord was not unduly prejudiced by amending the application to include this claim.
8. The retention of the deposit being unlawful, the deposit must be returned to the Tenant.

Monetary jurisdiction of the LTB

9. The amount of compensation the Tenant seeks for property loss and damage well exceeds the monetary jurisdiction of the Board.
10. I explained to the Tenant that by proceeding with this application, he will be acknowledging that all rights to claim compensation he may have in excess of the monetary limit of \$50,000.00¹ are extinguished once the Board issues its order. The Tenant will be bound by the award the Board makes, if any.
11. With this knowledge, the Tenant elected to proceed with the application before the Board.

The undisputed facts

12. The Tenant began occupying the rental unit in 2019, which is a "junior" or small 1-BR condo. The lease was for a period of 10 years. The monthly rent was \$1,000.00 and the Tenant paid a last month's rent deposit of \$1,000.00.
13. R.F. is the Landlord's former son-in-law (previously married to N.F., the Landlord's daughter who also has the power of attorney for the Landlord). S.F., the Landlord's granddaughter, was the main contact person for the Tenant during the tenancy. Collectively they are referred to as the 'property managers'.
14. The Tenant's evidence is that he travels to Red Rock, ON to visit with his brother S.V. and family once or twice per year if he can. Sometimes he stays for several months. Their mother D.V. often coordinates travel so that she can enjoy a family visit to S.V.'s home at the same time. Occasionally, the Tenant will take a vacation and so he is not always present in the unit.
15. In anticipation of being away, he would make arrangements in advance with his sister L.V. and his friend D.S. to look after the unit. When asked, L.V. would send the rent to the

¹ As of October 1, 2025.

Landlord's granddaughter S.F., by e-transfer, on the Tenant's behalf. S.F. would accept and deposit the rent. The Tenant has in the past paid the rent before it is due.

16. On January 31, 2024, R.F. or S.F. placed a 24-hour Notice of Intent to Enter on the door of the Tenant's unit, for entry on February 1, 2024.
17. The Tenant was away from the unit on February 1, 2024. That same day, L.V. e-transferred the rent to S.F. for February 2024 and March 2024. S.F. accepted the transfer of \$2,000.00 and deposited the money.
18. On February 1, 2024, R.F. and N.F. went to the unit and attempted to "buzz" the Tenant. R.F.'s evidence was that the Tenant eventually answered and told them that he was unaware of any Notice of Intent to Enter. R.F. and N.F. did not enter the unit that day.
19. The next morning, February 2, 2024, four people, consisting of R.F., N.F., S.F. and N.F.'s son Nicholas attended the unit. No evidence was led to show that the property managers had delivered an entry notice in advance as required.
20. They knocked on the door, but no one answered. They decided to call the police, who consequently arrived there to investigate the property managers' complaint that they believed a squatter was occupying the unit.
21. The Landlord's Legal Representative G.G. referred to Police Occurrence Report TP 2024-244486, which states that the property managers called police because of an unauthorized occupant and they wanted police there "to ensure all is in order".
22. The police report, dated February 2, 2024, states that R.F. told police officers that:
 - Two months earlier, in December 2023, the building manager informed them that the Tenant had removed all his belongings from the unit and left it empty.
 - "Although [the Tenant] moved all his belongings out of the unit, he was still sending the monthly payments" and an unknown man had moved in; attempts to reach out to him were unsuccessful.
23. The report confirms that the condo building manager was in attendance at the unit when police arrived. He informed the officers that the Tenant had moved out and within two days an unknown male took possession of the unit. The report does not list the dates when the building manager recorded his findings.
24. The police and the property managers entered the unit with the master key. No one was present. The report describes either the police or the property managers finding an ID and pay stubs which did not belong to the Tenant. The report states:

"Due to the confirmation that the Tenant moved out of the unit and an unknown person has obtained access to the unit [the Landlord] decided to change the locks and to leave a note on the door for the occupant to contact them to "sort out what was going on and for him to pick up their belongings".
25. Police attempted unsuccessfully to call the Tenant and D.S.
26. The property managers changed the locks to the rental unit that day and disabled the entry fob. They did not reserve a replacement key to give to the Tenant.

27. On February 5, 2024, the Tenant sent a text message to the property managers asking to be allowed back in the unit. They did not respond. The Tenant went to the rental unit the same day but the property managers refused entry.
28. According to a subsequent police report dated February 5, 2024, the same day the property managers attended the police station with their real estate agent to report that the Tenant had attended at the unit "demanding to be let in" and informing the police that they refused him entry.
29. The report states that the Landlord's lawyer "has advised them that [the occupant] has no right to the apartment and that they should not allow him any further access to it". Police cautioned them that "it is possible they may face penalties if they are found to be not in compliance with the ['Landlord Tenant'] Act."

The Tenant's evidence

30. The Tenant submitted into evidence an email dated November 23, 2023 which he sent to the building manager asking to book the building's elevator to remove old furniture from his unit and move in new furniture his mother was giving to him.
31. The Tenant testified that on February 2, 2024 he was in Red Rock to visit with his brother, whom he hadn't seen in over a year, when his friend D.S. contacted him to say that the Landlord locked him out of the unit. He explained that he had left the rental unit to travel there on or about December 1, 2023 and that he intended to be away until mid-to-end of March 2024, as he had paid his rent to the end of March.
32. He asserts that prior to his travel, he asked D.S. to reside in the rental unit in his absence and advised D.S. that his sister, L.V. (who had a key) would also check the unit from time to time. He testified that he wanted someone to stay in the unit because of "previous actions from the Landlord". His evidence was that D.S. was not paying any rent during his temporary house-sitting.
33. The Tenant remembers receiving a phone call from R.F. about the property managers wanting to inspect the rental unit on February 1, 2024. He stated that he immediately contacted D.S. and asked D.S. to comply with the entry and inspection.
34. On February 2, 2024, D.S. called him to report that "some guy was kicking him out of the house and changing the locks." D.S. added that they told him to "grab a bag of his clothes before they kicked him out". His sister also called, asking him if everything was ok.
35. Upon hearing what was transpiring, the Tenant cut his visit short and drove home. When he returned to Toronto he stayed with a friend because he knew he was obviously not welcome at the rental premises.
36. The Tenant testified that when he went to the unit on February 5, 2024, he attended with a police officer. He confronted the property managers about having changed the locks without providing him with keys or access to the unit. They refused him entry, even just to see what items were in the unit on that date.
37. The Tenant is adamant that he did not abandon the rental unit and that always intended to return to live there after visiting family in Northern Ontario. He received his mail at the rental unit address. He had left his personal belongings in the unit. He had never given the

Landlord a notice to end the tenancy, had not agreed to end the tenancy and he had never been given a notice of termination by the Landlord.

38. The Tenant filed this application with the Board on February 18, 2024.

39. The Tenant describes the tenancy as having been contentious and that the property managers frequently harassed him. For example, they always asked him to pay rent in advance, knocking on his door two weeks before the rent was due, demanding payment.

The evidence of D.S.

40. D.S. confirmed that he is a childhood friend of the Tenant. He is familiar with the Tenant's family and has some knowledge of the tenancy issues.

41. When the Tenant asked him to stay in the unit while he travelled to Red Rock to visit family, he agreed. D.S. stayed there to house-sit from about December 1, 2023 until February 2, 2024. He communicated with the Tenant on a regular basis. He stated that, until January 31, 2024, he had no interactions with the property managers.

42. He recalls that on January 31, 2024, someone posted a Notice of Intent to Enter on the unit door. On February 1, 2024, he returned to the unit from work and found a note inside the unit on the counter from R.F. asking him to call the property managers. D.S. testified that he did not call them but texted the Tenant about these notices.

43. D.S. testified that on February 2, 2024, after returning from work, the entry door was open and two individuals were present in the unit; he learned later from the Tenant that they were likely R.F. and his son Nick. He stated that the person later identified as R.F. was "relaxing" on the couch in the living area. They wanted D.S. to leave and D.S. understood that they would be changing the locks.

44. They told D.S. that he was not allowed any further access to the unit. D.S. felt he had no choice and so complied, managing to grab a couple of things in a bag while they "hovered over" him. He stated that he then left the rental premises. He confirmed that he contacted the Tenant to apprise him of the situation.

45. D.S. recalls also receiving a phone call from his mother but could not remember whether it was on February 2 or 3, 2024. He explained that he and his mother were "not really on speaking terms". She informed him that the police had contacted her about an unknown vehicle parked in the Tenant's spot. He testified that he was the driver, but the vehicle registration was in his mother's name.

The evidence of D.V.

46. D.V. is the Tenant's mother. She testified that the Tenant was in Red Rock visiting her and his brother at his brother's home when they learned that D.S. was locked out of the unit.

47. She also testified that she never told police that the Tenant was living with her in Red Rock and that she would not have stated that to police because she has lived in Toronto for over 30 yrs. and because she knows that the Tenant continued to have possession of, and to reside, in the rental unit.

48. D.V. believes that the only reasonable explanation is that the police misheard or misunderstood her, which means they made a serious error in the police report.

The Landlord's evidence

49. R.F. and his daughter S.F. each gave evidence on behalf of the Landlord, who is suffering from dementia and unable to participate in the hearing.
50. The Landlord takes the position that the Tenant "abandoned" the unit and had illegally "sublet" the rental unit to D.S.
51. R.F. and S.F. contend that D.S.'s mother told the building manager that her son had seen the rental unit advertised online and was paying the Tenant \$1,600.00 per month to live there. This information is included in the police report. The Landlord's Legal Representative G.G. asserts that the police report also established that the Tenant had left Toronto to work in Red Rock.
52. They assert that this is consistent with the building manager's evidence and, when considered all together, proves that the Tenant abandoned the unit, and that he sublet the unit to D.S., without the Landlord's consent.

Property loss

53. In the application, the Tenant requested an order for the Landlord to pay \$150,000.00 in compensation for the loss of his belongings as a result of the illegal lockout.
54. The Tenant claims that the Landlord and her property managers had unfettered access to his unit between February 2, 2024 and February 8, 2024 and, during that period, purloined and/or disposed of his personal property.
55. He stated in the application that he was not sure of everything that was removed because he was denied entry into the unit after the locks were changed. He had "many valuable items in my household as well as cash" in the amount of "about \$50,000.00", plus "plenty shoes including an extensive Jordan shoe collection", a collection of high end watches, high end sunglasses, "as well as jewelry from Italy which includes jewelry that was passed down in my family for generations". He testified that these items were never accounted for or returned to him.
56. S.F. testified that on the day that they changed the locks, she observed several items in the unit which she believed belonged to D.S., whom she referred to as the 'sub-tenant'. There was a couch, carpet, some clothing, some shoes, a bed, a dresser, a side table, along with some pots and pans, cutlery and dishes. She stated that D.S. told her he only wanted his clothes and shoes; the bed, table and carpet could stay. She believed the items belonged to D.S. Later, she clarified that there was also a TV on a stand in the unit.
57. S.F. also saw damage to the unit and took photos that day but the Landlord did not serve or file copies of the photos with the LTB.
58. She recalls that D.S.'s mother called her to ask if she and D.S. could remove his remaining items a few days after they changed the locks. They arranged for February 5th and then February 7th; she was not present when they brought the moving truck. With respect to items remaining in the unit, she thinks that D.S. must have put the couch, bed and carpet in the garbage.
59. R.F. testified that when the locks were changed on February 2, 2024, he entered the unit where he observed a small table inside a closet in the bedroom, a dresser, a TV on a

stand, a carpet and a couch. There were some dishes and cutlery in the kitchen. He saw a pair of white Air Jordan shoes, several other boots and shoes, and some clothes. He believed these all belonged to the “sub-tenant” D.S.

60. He was absolute that neither he nor the other property managers removed anything from the unit at any time and that after D.S. left with the moving truck, he observed that the unit had been emptied.
61. The Landlord did not present D.S.’s mother or aunt as witnesses nor present signed declarations or sworn affidavits from either, attesting to the alleged facts.

The Law

62. A landlord cannot unilaterally and arbitrarily terminate a tenancy or force a tenant to vacate a rental unit. To evict a tenant, landlords must follow legal procedures, which generally involve giving formal notice of termination and obtaining an eviction order from the LTB.
63. Subsection 37(1) of the Act states that a tenancy may be terminated only in accordance with the Act.
64. Section 24(2) of the Act provides that a landlord shall not change the locking system on a rental unit without giving the tenant replacement keys.
65. Section 79 of the Act states: “If a landlord believes that a tenant has abandoned a rental unit, the landlord may apply to the Board for an order terminating the tenancy.”
66. Subsection 2(3) of the RTA provides that a rental unit is not considered abandoned where the tenant is not in arrears of rent.

Analysis

67. The primary issue before the Board is whether the Landlord illegally evicted the Tenant when the Landlord changed the locks to the rental unit on February 2, 2024. The secondary issue concerns the Tenant’s claim of property loss as the result of the Landlord’s actions.
68. The legal test regarding abandonment is quite narrow in scope; subsection 2(3) of the Act is clear and uncomplicated. If the Tenant was not in arrears of rent on February 2, 2024, then the Landlord was prevented from concluding that the Tenant had abandoned the unit and the LTB cannot order termination of the tenancy based on that claim.
69. The Landlord’s evidence was that the Tenant answered the phone on February 1, 2024. This must mean that the Landlord knew the Tenant was in possession of the unit.
70. There is no dispute that the Tenant paid both the February 2024 rent and the March 2024 rent in advance on February 1, 2024, the day before the Landlord’s property managers changed the locks to the unit. There is no disagreement that the Tenant was not in arrears of rent. Therefore, the Landlord had no legal basis to treat the rental unit as abandoned.
71. The reasonable conclusion is that the tenancy was meant to continue uninterrupted. It does not matter that the Tenant was away from the unit temporarily in February 2024 or that he proposed to return in March 2024, or even a little later.

72. The Landlord's determination that the Tenant had assigned or sublet the unit to D.S. without consent, even if honestly held, did not create the legal authority to exclude the Tenant and D.S. from the unit and to force removal of personal property from the unit.
73. With respect to the building manager allegedly telling the property managers that he thought that the Tenant had vacated and that someone (meaning D.S.) was using the elevator to move into and occupy the unit in November or December 2023, this appears to be nothing more than an assumption. The property managers did not act upon this information until at least two more months had passed, demonstrating no immediate concern if that was the case.
74. The Landlord did not call the building manager as a witness, despite his supposed observations being central to the claim and despite the Landlord relying upon this assumption to justify changing the locks. The Tenant produced a reliable email exchange with the building manager, which sufficiently contradicts the building manager's hearsay.
75. I note that the Landlord's Legal Representative also incorrectly interpreted the police report – he is mistaken that it discloses that the Tenant had gone to Red Rock to work.
76. Under the Act, the mere presence of a guest or occupant in the unit, including for an extended period while the Tenant is away, does not by itself confirm the existence of a sublet arrangement or assignment of the tenancy or that someone is "squatting".
77. If the Landlord believed that the Tenant had assigned or sublet the unit to D.S. without their consent, the Landlord was obligated under subsection 100(1) of the Act to apply to the Board for an eviction order, to properly oust the Tenant and D.S.
78. Without any doubt, this was an illegal eviction.
79. The Act does not permit landlords to engage in self-help evictions. The Landlord failed to obtain an eviction order from the Board. Having obtained such order, the Landlord will know that only the Sheriff can evict the Tenant and occupants and only the Sheriff has the authority to change locks to prevent unauthorized re-entry.
80. A reasonable landlord would have formally put their concerns about a suspected abandonment or an unauthorized sublet or assignment in writing to the tenant. The information received from the tenant in response, or lack of a response, would prompt the landlord to consider their next, legally compliant, steps.
81. Based on the uncontroverted evidence, I find that the Landlord altered the locking system on a door giving entry to the rental unit during the tenant's occupancy of the rental unit without giving the Tenant replacement keys, contrary to section 24 of the Act.
82. By that conduct, the Landlord unlawfully evicted the Tenant, thereby substantially interfering with his right to reasonably enjoy the rental unit pursuant to section 22 of the Act.
83. I also find that the Landlord's property managers illegally entered the rental unit and interfered with the Tenant's belongings and with D.S.'s property (including viewing and handling D.S.'s ID). This was a breach of the Tenant's and his guest's privacy rights.
84. The Tenant is entitled to a remedy for the Landlord's breaches of the Act.

Post-hearing submissions

85. At the conclusion of the hearing on February 23, 2026, I indicated orally to the parties that I would accept written submissions on a narrow issue of property loss and damage claimed:

- The Tenant to provide submissions summarizing the evidence presented at the hearings and the application of the law to the facts the Tenant is relying upon to substantiate the property loss and damage claim.
- The Landlord to provide responding submissions as to the validity of the claim and/or to the reasonableness of the quantum of the claim, referencing the law.
- The Tenant would have the opportunity to submit a brief reply.

86. The LTB received the following:

- Affidavit of Fulvio Valerio, sworn March 13, 2026
- Response to Tenant's Submission, dated March 20, 2026
- Supplementary Affidavit of Fulvio Valerio, sworn March 25, 2026, and
- Tenant's Reply, dated March 26, 2026.
- Email from the Tenant's Legal Representative "Procedural Matters and Request to Proceed to Decision", dated April 5, 2026.
- Landlord's Reply, dated April 6, 2026.

87. In the Landlord's responding submissions dated March 20, 2026, G.G. objected to the Tenant's Affidavit. That is because the Tenant improperly filed further evidence in support of the damage claim in the Affidavit.

88. He attempts to include specifics about the loss of antique furniture, a TV, a couch, bed frame and mattress.

89. I agree with G.G. that the Tenant was not entitled to introduce new evidence at this late stage. I was quite concise when I informed the parties at the last hearing that I would entertain closing submissions:

- summarizing evidence admitted at the hearings
- responding to the other party's arguments
- making legal submissions (how the Act, burdens of proof and case law apply), and
- addressing credibility.

90. In other words, I would decide the application only on the evidence already presented at the videoconference hearings held up to and including February 23, 2026.

91. It was improper for the Tenant to take the post-hearing submission opportunity to introduce evidence that was available, and could have been introduced, at the hearings. Therefore, I decline to consider the Tenant's material as filed.

Has the Tenant proven his claim for compensation for property loss?

92. The Tenant bears the burden of proving, on a balance of probabilities that:

- (a) the property existed;
 - (b) the property was in the rental unit at the relevant time;
 - (c) the property was lost, damaged, or disposed of due to the Landlord's misconduct;
- and

(d) the value of the property lost.

93. I find it difficult to give much credence to the often confusing testimony of S.F. and R.F. Their evidence was contradictory on key points and, on the whole, unreliable. S.F. claimed that the Tenant never attended the property, contrary to her Will Say Statement, R.F.'s testimony and the police report dated February 7, 2024. Both witnesses had difficulty recalling specific dates and details of events. They both changed their testimony.
94. I find it incredible that they did not seem to think they should preserve the rental unit as it was when they changed the locks and to, at minimum, reach out to the Tenant to say that if he had items in the unit, he could arrange to remove them at an agreeable time.
95. But the Tenant's evidence also leaves me with many questions – I am left with a critical gap in the evidence which the Tenant ought to have filled.
96. The uncontested evidence is that D.S. arranged for a moving truck with the Landlord's knowledge for February 5, 2024. This date was rearranged for February 7, 2024; D.S. showed up with the truck that day, and with his mother and aunt's help they removed items from the unit. R.F. says they left nothing behind.
97. The Tenant drove from Thunder Bay but did not say when he arrived home. He stayed at a friend's house. The Tenant attended the property on February 5, 2024. He did not explain whether he knew of the moving arrangements D.S. had made with the property managers to remove the Tenant's belongings from the unit.
98. I do not know if the Tenant asked D.S. to preserve his property or whether he collaborated with D.S. regarding the moving process. He could have asked D.S. to take inventory. He could have contacted the property managers by text or email – or asked the police to intervene – to request supervised entry into the unit to inventory the items and to arrange a mutually agreeable day to retrieve them. He led no evidence that he did any of those things between February 2, 2024 and February 7, 2024.
99. Where a landlord credibly testifies that a unit was found empty upon repossession, the Board may infer that any property previously in the unit was removed by the occupant, absent persuasive evidence to the contrary.
100. The evidence being unclear on this point, perhaps the Tenant and D.S. collaborated to rent a truck to move the Tenant's belongings (including someone's Air Jordan shoes which R.F. confirmed were present in the unit), the security safe and other items belonging to the Tenant to another location. Or perhaps the Tenant has a claim against D.S. with regards to his property loss, given that it is apparent that D.S. removed a TV from the unit that the Tenant seems to claim was his.
101. The purported close relationship between the Tenant and D.S., which they both testified to, makes it hard to understand why neither the Tenant nor D.S. explicitly testified about how items were moved from the unit on February 7, 2024. This alone is sufficient to trigger suspicion about the Tenants' claim. Equally odd is that the Tenant did not mention insurance coverage. Despite the substantial worth of the vanished items, he has no inventory or any proof of existence. Remarkably, he intended to rely on his sister's vague bank statements and an undated receipt as proof of some purchased items.

102. The Tenant has failed to discharge the onus of proof regarding the property loss claim. He provided insufficient evidence that the property existed or that the Landlord or property managers removed, retained, sold, or disposed of the allegedly missing items.

103. This claim is dismissed.

Remedies

Abatement of rent

104. The Tenant requested an order for an abatement of rent in the amount of \$2,000.00, representing reimbursement of the rent he paid for February 2024 and March 2024.

105. I find that a rent abatement of \$2,000.00 is appropriate in the circumstances. The Tenant was unable to reside in the unit for either of those months.

Rent differential

106. The Tenant asks the Board to order that the Landlord pay the difference in rent for a year, having been compelled to find alternative housing without adequate notice.

107. I find the Tenant's evidence credible: he rented a new unit in April 2024, which he says was at significantly increased rent, as is evidenced in a tenancy agreement. He testified that the rent was \$2,600.00, a difference of \$1,600.00 from the rent he paid for the unit.

108. Therefore, the Landlord must pay the Tenant \$19,200.00 as the rent differential for a 12-month period commencing April 2024.

Administrative fine

109. I have considered the imposition of an administrative fine to encourage the Landlord's compliance with the Act, and as deterrence from engaging in similar activity in the future. I am unable to find that the remedies ordered will be a sufficient deterrent.

110. I believe that this is an appropriate case in which to impose an administrative fine in the amount of \$2,500.00.

111. The Landlord's behaviour demonstrates a contempt and disrespect for the Board and wilful ignorance of the Act that must be addressed. Landlords are not entitled to engage in self-help remedies which conflict with their responsibility to respect security of tenure in accordance with the Act.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$22,253.00, which represents:
 - (a) \$2,000.00 for a rent abatement,
 - (b) \$1,000.00, representing the return of the last month's rent deposit,
 - (c) \$19,200.00 for increased rent the Tenant incurred from April 2024 to March 2025, and
 - (d) \$53.00 for the cost of filing the application.
2. If the Landlord does not pay the Tenant the full amount owing by May 31, 2026, the Landlord will owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

3. On or before May 31, 2026 Landlord shall pay an administrative fine to the LTB in the amount of \$2,500.00.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 5, 2026
Date Issued

Elle Venhola
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.

Payment of the fine must be made to the LTB by the deadline set out above. If not paid, the outstanding amount may be sent to a collection agency and/or the party owing the money may not be permitted to file a new application until it is paid in accordance with section 196 the Act.

The fine can only be paid by money order, bank draft or certified cheque payable to the "Minister of Finance". The payment can be mailed or couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.