



Order under Section 31 Residential Tenancies Act, 2006

Citation: Mahood v Olivera, 2026 ONLTB 35614

Date: 2026-05-04

File Number: LTB-T-019862-26

In the matter of: 175 HALLAM ST
TORONTO ON M6H1X4

Between: Olivia Clarice Elodia Mahood Tenant

And

John Olivera Landlord

Olivia Clarice Elodia Mahood (the 'Tenant') applied for an order determining that John Olivera (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.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on March 26, 2026.

The Landlord, the Tenant, and the Tenant's legal representative James William Rea attended the hearing.

Determinations:

1. As explained below, I am satisfied on a balance of probabilities that the Tenant has proven their claim for harassment, and their claim that the Landlord altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys. However, I am not satisfied that the Tenant has proven their claim with respect to withholding or interfering with their vital service and their claim for substantial interference.
2. Subsections 23, 24, and 29 of the *Residential Tenancies Act*, 2006 ('the Act') are the relevant provisions which deal with illegal lock out, harassment, and vital services. These provisions state:

- 23 A landlord shall not harass, obstruct, coerce, threaten, or interfere with a tenant.
- 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
- 29 A tenant or former tenant of a rental unit may apply to the Board for any of the following orders:

An order determining that the landlord, superintendent or agent of the landlord has withheld the reasonable supply of any vital service, care service or food that it is the landlord's obligation to supply under the tenancy agreement or deliberately interfered with the reasonable supply of any vital service, care service or food.

[Emphasis Added]

3. While harassment is not defined in the Act, the Board's *Interpretation Guideline 6* states that Board often adopts the definition from the *Human Rights Code, 1990*, which defines it as engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. While I am not bound by this Guideline, I see no reason to depart from it in these circumstances.
4. With respect to the Tenant's allegation of substantial interference, this is governed by section 22 of the Act. This section states that a landlord shall not substantially interfere with the reasonable enjoyment of the rental unit for all usual purposes by a tenant or members of his or her household. However, section 8 of the Ontario Regulation 516/06 ("regulation"), under the Act, applies to any application alleging a breach of section 22 where the interference is a result of the landlord doing maintenance, repairs, or capital improvements.
5. Subsection 8(3) of the regulation states that when determining whether the landlord, in carrying out the work in a rental unit or residential complex, substantially interfered with the reasonable enjoyment of the tenant or former tenant:
- a) the Board shall consider the effect of the carrying out of the work on the use of the rental unit or residential complex by the tenant or former tenant, and by members of the household of the tenant or former tenant; and
 - (b) the Board shall not determine that an interference was substantial unless the carrying out of the work constituted an interference that was unreasonable in the circumstances with the use and enjoyment of the rental unit or residential complex by the tenant or former tenant, or by a member of the household of the tenant or former tenant.

[Emphasis Added]

6. In my view, the usage of the word “*carrying out*” limits the application of section 8 of the regulation to the specific period of when the work is being carried out by the landlord at the rental unit or residential complex.
7. Based on the Tenant’s testimony, the period for which the Tenant alleged substantial interference is from January 25, 2026, to March 3, 2026. The Tenant claimed that a pipe burst at the rental unit, which caused her to leave the rental unit and reside with her boyfriend. Since the Tenant was displaced from the rental unit due to the flood that occurred, and the fact that the repairs to the rental unit were not completed, this substantially interfered with her reasonable enjoyment of the rental unit. Since the interference complained of is a result of the landlord carrying out capital improvements (construction of the rental unit) section 8 of the regulation is engaged for this period.
8. Given the plain reading of subsection 8(3) of the regulation, it is clear there is a two-part legal test. The Board must determine whether the carrying out of the work constituted an interference that was unreasonable in the circumstances. If this part of the legal test is not met, the claim cannot proceed and must be dismissed.
9. The period for which the Tenant is claiming illegal lock out and harassment is from March 4, 2026, to March 24, 2026. Access to the rental unit was restored March 25, 2026.
10. Since the Tenant filed this application, they bear the burden of proof of establishing on a balance of probabilities that that two-part legal test under subsection 8(3) of the regulation is met for the claims related to substantial interference; that the Landlord harassed, obstructed, coerced, threatened or interfered with the Tenant; that the Landlords altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys; and that the Landlord withheld or interfered with their vital services.
11. There is no dispute between the parties that:
 - On January 25, 2026, a flood occurred in the rental unit as result of a pipe burst.
 - The Tenant could not reside in the rental unit because of the flood and left the rental unit to reside in an alternative accommodation.
 - The tenancy between the parties did not terminate.
 - On March 4, 2026, the Landlord changed the locks to the rental unit without giving the Tenant a replacement key.
 - The locks were changed back, and the Tenant was provided access to her rental unit on March 25, 2026.
 - The Tenant paid rent for the period for February 2026, despite the Tenant not residing in the rental unit.
 - The rental unit was undergoing repairs due to the flood.
12. The Tenant testified that because of the pipe burst, her rental unit was flooded. As a result of the flood, she left the rental unit on January 25, 2026. She gathered a few of her belongings and went to reside with her boyfriend. Her remaining possessions were placed

in storage. On March 4, 2026, when she went to rental unit to retrieve some personal items she noticed that the locks to the front door giving entry to the rental unit had been changed. No replacement key was provided to the Tenant. The Landlord had also put up a sign at the front door of the entrance to the rental unit indicating that no entry to the rental unit was permitted. A copy of the sign placed at the entrance door of the rental unit was filed as evidence with the Board. The sign references that entry is not permitted due to renovation, and that the Landlord would not be liable for any injuries. The sign also mentions that there is no mail that is permitted at the rental unit and that permission to enter the rental unit is required from the Landlord or police will be called.

13. At some point, the Tenant asked the Landlord why he had changed the locks to which the Landlord responded that the issue should be taken up with the LTB and indicated that if she entered the rental unit she would be arrested. The Landlord also advised her to get mail forwarded to Canada Post. A copy of text messages between the Tenant and the Landlord were filed as evidence with the Board. These text messages show that Landlord is indicating to the Tenant not to enter the rental unit unless the Landlord is present, and if the Tenant does not comply, the Landlord will notify the police. The Tenant argued that Landlord's conduct constitute harassment because he was threatening her that he would call the police if she entered the rental unit and the Landlord's behaviour was intimidating. The Tenant also claimed that she remained in possession of the rental unit and that her tenancy was not terminated.
14. The Landlord testified that due to the pipe burst which caused the flood at the rental unit on January 25, 2026, he immediately notified his insurance company. On January 27, 2026, the insurance company provided emergency cleaning services at the rental unit. The Landlord claimed that the emergency service workers removed parts of the walls, removed kitchen cabinets, and removed appliances which exposed live wires. Arrangements were also made with the Tenant to remove her belongings from the rental unit, because the rental unit was going to be reconstructed.
15. The Landlord further testified that on or around March 3, 2026, he conducted an inspection of the rental unit and observed electrical hazards due to the live wires that were exposed. He claimed this constituted a safety hazard as someone could potentially get electrocuted. As a result, the Landlord changed the locks to the entry door of the rental unit on March 4, 2026, so he could control who was going into the rental unit to prevent any injury. The Landlord testified that his intention was not to lockout the Tenant permanently but the lock out was done for the Tenant's own safety. Pictures of state of the rental unit were filed as evidence with the Board by the Landlord.
16. The Landlord argued that he did not harass the Tenant, and that he was only providing information to the Tenant that due to safety reasons it would be safer if the Landlord was present when the Tenant attended the rental unit.
17. Based on the evidence adduced at the hearing, I am satisfied on a balance of probabilities that the Tenant has proven their claim for harassment and their claim that the Landlord altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys. However, I am not satisfied that the Tenant

has proven their claim with respect to withholding or interfering with their vital service, and their claim for substantial interference.

18. Since the tenancy between the parties did not terminate, the Landlord did not have the legal authority to change the locks giving entry to the rental unit. While I am mindful that the Landlord had good faith intentions regarding the Tenant's safety which prompted him to change the locks to the entry door of the rental unit, however this does not save him from the violation. This is because the Act does not account for a due diligence defence with respect to an illegal lockout. The conduct by the Landlord in changing the locks to the entry of the rental unit is sufficient to establish the claim. The parties don't dispute that the Tenant was locked out of the rental unit and no replacement key was provided. Thus, I am satisfied the Tenant has proven her claim.
19. With respect to the claim for harassment, the evidence adduced at the hearing, coupled with the text messages, and the sign on the front door of the rental unit, suggests more likely than not, that in the circumstances of this case, the Landlord's conduct constituted harassment. The Landlord ought to have known his conduct was unwelcoming in not permitting the Tenant to enter the rental unit. Since the rental unit was underdoing construction, contract workers were more likely than not permitted entry inside. The Landlord took it upon himself to intentionally prevent the Tenant from entering the rental unit. He suggested to her that mail be delivered elsewhere and that he would call the police if the Tenant entered the rental unit. This conduct was unreasonable.
20. The Tenant claimed the Landlord's conduct was threatening and was intimidating. Upon review of the text messages, it clear that in the context of this case, the messages that the Landlord sent to the Tenant that he would call the police were threatening and intimidating. I disagree with the Landlord's claim that the messages were sent to the Tenant to provide information. This is because the messages show that the Landlord sent the messages with the intention to exercise control over the Tenant's behaviour and ensure that she complies with the Landlord's demands or else she would face consequences. Thus, I am satisfied that the Landlord's conduct was unreasonable and his conduct constituted harassment.
21. With respect to the claim pertaining to substantial interference, the Tenant did not provide sufficient evidence as to how carrying out of the work(reconstruction/renovations) by the Landlord constituted an interference that was unreasonable. Neither did the Tenant provide sufficient evidence that the Landlord withheld or deliberately interfered with the reasonable supply of any vital service. Thus, I am not satisfied the Tenant has proven these claims.

Remedies

22. At the hearing, the Tenant advised she seeks a rent abatement, an order for the Landlord to stop the activity of preventing access to the rental unit going forward, and costs to replace to repair or replace property that was damaged destroyed or disposed of because of the Landlord's conduct.

Rent Abatement

23. An abatement is a contract law remedy that recognises the idea that a tenant is paying rent for a bundle of goods and services and if the tenant is not receiving everything being paid for then he or she is entitled to an abatement that is proportional to the difference between what is being paid for and what is being received. With respect to quantum of abatement, the criteria the Board most commonly considers are related to the impact on tenant(s) of the maintenance/disrepair issue.
24. The Tenants seek a 100% rent abatement.
25. With respect to quantum of abatement the criteria the Board most commonly considers are related to the impact on tenant(s).
26. Based on the nature of the issues (harassment and illegal lockout); the duration; and considering the impact on the Tenant, I find a reasonable abatement of the rent would be 100% of the rent charged from March 4, 2026 (day of the illegal lockout) to March 24, 2026 (the day before access to rental unit was restored). This is calculated as follows:
- Rent of \$1,575.00 x 12 months= \$18,900.00
\$18,900.00/ 365 days in a year = \$51.78 per diem
\$51.78 x 20 days (March 4, 2026, to March 24, 2026) = \$1,035.60
27. Accordingly, I will order the Landlord to pay the Tenant this amount.

Stop activity

28. The Tenant seeks an order that the Landlord not prevent the Tenant from accessing her rental unit going forward.
29. Given my findings above that the Landlord took it upon himself to illegally lock out the Tenant, I find that in the circumstances of this case, the request is appropriate. The Landlord has an obligation under the Act to not prevent the Tenant entry to the rental unit.
30. Accordingly, I will order that the 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.

Repair/replacement costs

31. The Tenant claimed she had to replace kitchen items because the rental unit was not accessible to her. The Tenant did not provide sufficient evidence to support her claim that her property was either damaged, destroyed or disposed of because of the Landlord's conduct. Therefore, I declined award this remedy.

Filing Fee

32. The Tenant also incurred \$48.00 for the costs of filing the application and is entitled to reimbursement of this cost.

33. Accordingly, the total amount the Landlord will be ordered to pay the Tenant is **\$1,083.60** (\$1,035.60 + \$48.00)

34. This order contains all the reasons for the decision within it and no further reasons will be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,083.60. This amount represents the rent abatement from March 4, 2026, to March 24, 2026, and the costs of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 15, 2026.
3. If the Landlord does not pay the Tenant 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.
4. The Landlord shall also 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.

May 4, 2026
Date Issued

Inderdeep Padma
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.