



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-083920-25

In the matter of: 53 Chalkfarm Crescent
Brampton Ontario L7A3W1

Between: Bryan Wilks Tenant

And

Sandra Johnson Landlord

Bryan Wilks (the 'Tenant') applied for an order determining that Sandra Johnson (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.
- did not give the Tenant 72 hours to remove their property from the rental unit or from some place close to the rental unit after the Sheriff evicted the Tenant.

This application was heard by videoconference on April 13, 2026. Only the Tenant attended the hearing. As of 2:00 p.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. The rental unit is a room in the basement of a single-family home. The Landlord lives on the main level of the home with her partner Colin. The tenancy commenced on April 1, 2019.
2. Based on the uncontested evidence before me, I am satisfied the Landlord changed the locks to the rental unit on/around March 13, 2025, and did not give the Tenant new keys or permit him to reside in the rental unit. The Landlord did not obtain an order from the Board, and the Tenant did not agree to terminate the tenancy. As such, the Landlord was not entitled to change the locks on March 13, 2025. I am satisfied that the Landlord locked the Tenant out contrary to section 24 of the Residential Tenancies Act, 2006 (the 'Act') and substantially interfered with his reasonable enjoyment contrary to section 22 of the Act.

3. I am also satisfied the Landlord did not give the Tenant 72 hours to remove his property from the rental unit or from some place close to the rental unit after the locks were illegally changed.

Remedies

4. The Tenant indicated in his application he was seeking a rent abatement. The Tenant, however, acknowledged that he did not pay the Landlord rent for March 2025. As such, I do not find an abatement to be appropriate.
5. As a direct result of the Landlord's actions, the following property was either damaged, destroyed or disposed of:
 - Queen size bed - \$2,799.97
 - TV 65 inch - \$1,199.99
 - Reclining loveseat - \$2,189.99
 - Vintage jewellery box - \$420.99
 - Dresser - \$1,300.99
 - Bedside table - \$749.99
 - Rope chain necklace - \$1,200.00
 - CAD cash - \$2,000.00
 - Tools used for his interlocking and landscaping - \$202.96
 - Titan tools - \$110.00
 - Cabinet for fish tank - \$270.00
 - Samsung phone – \$450.50
 - Straw bowl hat - \$75.00
 - Copper Cuban link chain - \$44.93
 - 4 pairs of shoes - \$180.00
 - Cut-off saw - \$1,035.99
6. The Tenant testified that the amounts claimed are what he paid for each item. He explained that while he does not have the receipts, the estimates are based on research he conducted for the replacement cost.
7. I found the Tenant to be a credible witness. He provided his evidence in a straightforward and detailed manner with no exaggeration. While I do not find it reasonable to award the full amount claimed given the lack of supporting documentation, I do find it appropriate to order the Landlord to pay the Tenant **\$10,000.00**, which I believe is the reasonable cost that the Tenant will incur to replace the property.
8. Subsection 31(2) of the Act provides that the Board may order the Landlord to pay a specified sum to the Tenant for,
 - (a) all or any portion of any increased rent which the tenant has incurred or will incur for a one-year period after the tenant has left the rental unit; and
 - (b) reasonable out-of-pocket moving, storage and other like expenses which the tenant has incurred or will incur.

9. The Landlord shall be ordered to pay the Tenant **\$2,741.00**, which were his reasonable costs for moving and storage.
10. In his application, the Tenant indicated he was seeking difference of \$700.00 each month in rent. At the time the Tenant filed his application with the Board, however, he had yet to move into his new rental unit. At the hearing, the Tenant testified that he pays \$650.00 month in rent at his new unit. This is less than he was paying at the former unit. As such, I do not find the Tenant has incurred increased costs.
11. The Tenant is claiming general damages for pain and suffering in the amount of \$35,000.00, or what is commonly referred to as “non-pecuniary damages” because they are not damages directly related to a financial loss, but for pain and suffering. The object of non-pecuniary damages is to compensate a party’s pain, suffering, and loss of enjoyment of life. In *Taft v. Whitesands Apartments*, [2009] O.J. No. 3198, the Court confirmed the Board’s authority to award general damages for mental distress under subsection 31(1)(f) of the Act.
12. I accept the Tenant’s testimony as to the profound stress he suffered because of the Landlord’s conduct. He described the impact the displacement had upon his mental and physical health. He was also unable to earn income as his work tools were disposed of during the illegal lockout.
13. In considering the Tenant’s claim for pain and suffering, I must look at how the Landlord’s conduct impacted the Tenant. I accept the Tenant’s testimony about the impact of the Landlord’s conduct as credible and find that the Tenant experienced tremendous stress and anguish because of the Landlord’s unreasonable conduct. Given the evidence before me, I believe an award in the amount of **7,000.00** adequately compensates the Tenant for the mental distress he endured as a result of the Landlord’s violations of their obligations.
19. The Tenant seeks an order imposing an administrative fine on the Landlord. The Board’s Guideline 16 suggests that the purpose of a fine is to encourage compliance with the Act and to deter landlords from engaging in similar activities in the future. It goes on to say, “this remedy is most appropriate in cases where the landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance.”
37. On or around February 18, 2025, the Landlord told the Tenant that he had to move by March 10, 2025 because she was going to sell the house. This is contrary to the Act as the Landlord did not give the Tenant proper notice in accordance with section 49 of the Act. On March 10, 2025, the Landlord vacated the home, leaving the Tenant to deal with the Purchaser who was surprised to find the Tenant residing in the home. Apparently the sale with the Purchaser fell through resulting in the Landlord’s Agent to retaliate by unlawfully evicting the Tenant the following day.

38. I find the actions of the Landlord and her agent to be completely unreasonable and contrary to the Act. I find an administrative fine of **\$5,000.00** is reasonable and appropriate given the nature and severity of the Landlord's conduct.
39. In accordance with section 196(1) of the Act, the Landlord is prohibited from filing any application at the Board for any rental property until the administrative fine is paid to the Board.
40. The Landlord shall also be ordered to return any of the Tenant's property in her possession.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$19,741.00. This amount represents:
 - \$10,000.00 for the reasonable costs that the Tenant will incur to replace property that was damaged, destroyed, or disposed of because of the Landlord's actions.
 - \$2,741.00 for moving and storage expenses.
 - \$7,000.00 for pain and suffering.
2. The Landlord shall pay the Tenant the full amount owing by May 19, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 19, 2026, the Landlord will owe interest. This will be simple interest calculated from May 20, 2026 at 4.00% annually on the balance outstanding.
4. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$5,000.00 by May 19, 2026.
5. The Landlord shall return to the Tenant property that is in the possession or control of the Landlord by May 19, 2026.

May 8, 2026
Date Issued

Dawn Sullivan
Vice Chair, 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.