



Order under Section 21.2 of the Statutory Powers Procedure Act and Section 35(2) of the Residential Tenancies Act, 2006

Citation: Fortunata Catarina (Nella) v Marek, 2026 ONLTB 36890

Date: 2026-05-11

File Number: LTB-L-078732-25-RV

In the matter of: 3, 254 Christie Street
Toronto Ontario M6G3B8

Between: Fortunata Catarina (Nella) Landlord

And

Lukas Marek Tenant

Review Order

Fortunata Catarina (Nella) (the 'Landlord') applied for an order determining whether Lukas Marek (the 'Tenant') altered the locking system without the Landlord's consent.

This application was resolved by order LTB-L-078732-25 issued on January 19, 2026.

On March 23, 2026, the Board granted interim order LTB-L-078732-25-RV-IN2, cancelling order LTB-L-078732-25 issued on January 19, 2026 and directing that the application be reheard.

The application returned before me in videoconference room 103 on May 5, 2026 for the rehearing.

The Landlord, the Tenant and the Landlord's legal representative Tony Dutra attended the hearing.

Determinations:

1. The Landlord applies under section 35 of the *Residential Tenancies Act, 2006* (the 'Act') to recover the cost of replacing locks that the Tenant changed without the Landlord's permission. Section 35 states:

35 (1) A tenant 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 the consent of the landlord.

(2) If a tenant alters a locking system, contrary to subsection (1), the landlord may apply to the Board for an order determining that the tenant has altered the locking system on a door giving entry to the rental unit or the

residential complex or caused the locking system to be altered during the tenant's occupancy of the rental unit without the consent of the landlord.

(3) If the Board in an application under subsection (2) determines that a tenant has altered the locking system or caused it to be altered, the Board may order that the tenant provide the landlord with keys or pay the landlord the reasonable out-of-pocket expenses necessary to change the locking system.

2. The Landlord says the Tenant has installed electronic keypads on the main door of the unit and on the bedroom doors. The Tenant responds that the Landlord's late spouse permitted the installation and, in any event, the keypads do not affect access because the mechanical locking mechanism is unchanged and the physical key still works.
3. This application arises in the context of ongoing litigation at the Board concerning the Landlord's efforts to stop the Tenant's use of the unit for short-term lets. Those applications—three so far—remain pending, so I make only the findings necessary to dispose of this application.
4. The Landlord testified that on May 28, 2025, her key did not initially open the main door. She believes the Tenant was manipulating the keypad remotely to prevent entry and seeks the cost of removing the keypad. She does not allege that the Tenant has changed the physical locking mechanism.
5. The Tenant tendered a video showing the physical key operates independently of the electronic keypad and testified the keypad cannot override the mechanical locking mechanism. This is consistent with the Landlord's testimony that she inserted her key, turned the cylinder and ultimately unlocked the door. Therefore, I find the Landlord's application must be dismissed because she has led insufficient evidence to discharge her burden of proof. Even if added without consent, I find on a balance of probabilities that the keypad did not impede access and therefore is not an alteration of the locking system within the meaning of section 35. That provision aims to ensure landlords retain access to the rental unit and the residential complex. Alterations that do not interfere with a landlord's right of access are not captured.
6. I make no findings in respect of the interior bedroom doors because I agree with the Tenant that interior doors cannot be the subject of an application under section 35 which is limited to "a door giving entry to the rental unit or residential complex." That portion of the application must be dismissed because it discloses no reasonable cause of action.

It is ordered that:

1. The application is dismissed.

May 11, 2026
Date Issued

Nersi Makki
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.