



**Order under Section 31
Residential Tenancies Act, 2006**

File Number: LTB-T-014587-26

In the matter of: Unit 1, 2268 Victoria Ave
Windsor ON N8X1R1

Between: Charlene Jo-Ann Hulzebos Tenant

And

Apex Property Management Landlord

Charlene Jo-Ann Hulzebos (the 'Tenant') applied for an order determining that Apex Property Management and Rubananthi Ananthasivam (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; and, withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on May 4, 2026.

The Landlord Rubananthi Ananthasivam and the Tenant attended the hearing.

Determinations:

Preliminary:

(i) Amendments

1. Pursuant to the amended T2 application filed with the Board on March 20, 2026, which I allowed, the Landlord Rubananthi Ananthasivam was removed as a party. The sole remaining Landlord was thus Apex Property Management.
2. At the hearing, the Tenant orally requested to further amend the application to include additional allegations/remedies. The further request to amend was denied, as the Landlord Apex Property Management was not in attendance at the hearing and thus had no notice of the Tenant's latest request. Moreover, I am not satisfied the Tenant's oral request to amend was made as soon as the need for it was purportedly known.

(ii) Limitations Act

3. The Tenant's T2 Application was filed February 17, 2026 and included some allegations from July 2024. Section 29(2) of the Act provides that no application may be made more than 1 year after the date of the alleged conduct giving rise to the application occurred.
4. As such, the Tenant's July 2024 allegations occurred more than 1 year prior to the February 17, 2026 application filing date; such allegations were thus not considered as a result of being statute barred.

T2 Application

5. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities.
6. The Tenant's T2 Application alleges that Apex Property Management ("Apex")
 - (i) altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys;
 - (ii) substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household;
 - (iii) harassed, obstructed, coerced, threatened or interfered with the Tenant; and, withheld or interfered with their vital services or care services and meals in a care home
7. The Tenant's T2 Application seeks that the Landlord "stop the activities described" and pay moving expenses (\$200) and storage expenses of \$155/month.
8. There are 8 units at the building, with the Tenant Charlene Jo-Ann Hulzebos (CH) residing alone in the basement unit. The Tenant pays \$600/month in rent.
9. The Tenant produced a copy of the signed lease executed with the then landlord, Rubananthy Ananthasivam in June 2024. According to CH, Rubananthy Ananthasivam subsequently gave up/lost possession of the residential complex sometime in late 2025. As a result, Apex assumed control/management of the building and the Tenant received a notice from Apex that she would be "locked out" as of December 14, 2025. The Tenant produced a copy of the posted "*Notice To Provide Vacant Possession*" received from Apex Property Management (mortgage enforcement division) which stated as follows:

ON THIS DAY December 14, 2025, AT 10AM we will be in attendance to secure the property municipally known as: 2268 Victoria Ave. Windsor...

10. The Tenant stated a Landlord's representative came to the building on December 14, 2025 to force/pressure the Tenant to leave, stating she was a "squatter". As a result, the Tenant called the police, who advised the Landlord to leave. The Tenant testified the Landlord never returned thereafter. A few weeks later, the Tenant testified a tenant in an upper unit known as Audrey changed the locks to, among others, the building front door which excluded the Tenant from the main floor living/kitchen common areas. While the Tenant could still access her rental unit by accessing the backyard area and entering through a side door, the Tenant's access to the building common areas – being areas to which the Tenant previously

had shared access and to which the Tenant believed was included in her lease - was excluded. The Tenant further advised that Audrey would fail to secure her dogs in the back yard area when the Tenant's support workers would try to access the Tenant's unit.

11. The Tenant testified she tried numerous times to contact the Landlord and advise of her limited access to the building, but the Landlord has refused to answer her calls and/or take any action. According to CH, "*no one will help....or return calls*". As such, the Tenant's excluded access to the main floor common arearemains.
12. While the Tenant advised she has a mini fridge/air-fryer in her unit, it is clear the Tenant has been adversely impacted by the Landlord's failure to become involved and/or take the appropriate corrective action to stop the upper unit tenant and/or restore the Tenant's access. In the circumstances, I find the disruption to the Tenant's ability to normally reside in the rental unit to be substantial.
13. Based upon the uncontested evidence presented, I find the Landlord's lack of action in restoring the Tenant's main floor common area access has substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant. I therefore find it appropriate and reasonable pursuant to section 31(1)(f) of the Act to require the Landlord to restore the Tenant's access to the main floor common areas.
14. While the Tenant also sought "moving and storage" costs, at the present time, the Tenant's access to the unit remains. While the Tenant indicated she was fearful of a potential "lockout", since the Landlord's December 2025 attendance at the building there has been no further attempts to remove the Tenant from possession of the rental unit. This claim is, accordingly, denied.

It is ordered that:

1. The Landlord shall immediately provide the Tenant with replacement keys and restore the Tenant's access to the main floor common areas.
2. In the event the Landlord fails to comply with provision #1 of this order, the Tenant shall be entitled to a 35% rent abatement commencing June 1, 2026 and continuing until such time as the Tenant's access to the main floor common areas is restored.

May 14, 2026
Date Issued

Peter Nicholson
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.