



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

**Citation:** Ball v Kassem, 2026 ONLTB 38010

**Date:** 2026-05-15

**File Number:** LTB-T-098010-23

**In the matter of:** 23 HAGER CREEK TERR  
WATERDOWN ON L8B1Z3

**Between:** Christopher Ball Tenant

**And**

Kate Kassem Landlord

Christopher Ball (the 'Tenant') applied for an order determining that Kate Kassem (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 by videoconference on February 25, 2026.

The Landlord, the Landlord's legal representative, Timothy K. Mobberley, the Landlord's agent, Mohamed Salama, and the Tenant attended the hearing. The Tenant also had the following witnesses available for the hearing, Daniel Ball, Kriszti Ball, and Kaitlyn Ball, however, they did not call on any of them to give evidence.

### **Determinations:**

1. The applicants requested amendment to the application dated August 20, 2025 are granted on consent for consideration.
2. At the onset of the hearing a preliminary issue arose regarding whether or not the applicant is a Tenant for the purposes of being able to file an application pursuant to Section 29 of the *Residential Tenancies Act, 2006* (the 'Act') or whether they are a prospective tenant and therefore limited only to an application pursuant to section 135 of the Act.

3. For the reasons that follow, I do find that there was a valid tenancy agreement, however, based on the evidence before me, I find that the Tenant is not entitled to any of the remedies being sought on the basis that I find that the parties agreed to terminate the tenancy. Therefore, the application must be dismissed.
4. Firstly, there is no doubt that a tenancy agreement was signed on May 15, 2023 between the parties with a commencement date of June 1, 2023. There is no dispute that the applicant arrived at the rental unit on June 5, 2023 with their belongings in a moving truck.
5. I also accept that the applicant transferred the utilities into their name effective June 4, 2023 and that they also obtained tenant insurance on May 19, 2023 and forwarded their mail to the new address. The applicant was moving from Alberta to Ontario to further their employment opportunities.
6. Secondly, I accept that the applicant paid \$3,000.00 on May 19, 2023 directly to the Landlord intended to be the last month's rent deposit. I also accept that on this same date the applicant sent a wire transfer to the Landlord's real estate agent's office for \$1,695.00. I further accept that the applicant sent the balance of the required first month's rent in the amount of \$1,405.00 directly to the Landlord on June 2, 2023. The total amount paid by the applicant in accordance with their tenancy agreement is \$6,100.00.
7. This relationship at the onset has all of the noted hallmarks of an enforceable contract relating to the formation of a residential tenancy agreement.
8. Irrespective of whatever transpired on the June 5, 2023 move-in date, the Tenant chose not to pursue their right to take possession of the rental unit and instead elected to proceed with the return of all of their deposit money paid. Which the Landlord returned to them by June 7, 2023 through the involvement of the Rental Housing Enforcement Unit.
9. What this means is that by June 7, 2023 the parties entered into an agreement to terminate the tenancy. They mutually agreed to terminate the tenancy by their actions. When the deposit was returned, there was no longer a tenancy agreement.
10. With respect to the allegation of an illegal lockout on the move-in date, I found both the Tenants and the Landlords evidence equally believable.
11. The Tenant submits that it was the Landlord's agent, MS, that took the keys from them after handing them over on the move-in date when they raised an issue about privacy regarding the installation of security cameras inside and outside of the rental unit and a comment from the Landlord's agent, MS, that they live across the street and would be spying on them.
12. The Landlord submits that it was the Tenant that raised the concern about privacy and were disturbed by the close proximity of the Landlord and that it was the Tenant that stated they were not going to live there and then voluntarily gave back the keys to the Landlord's agent on this date. The Landlord denies having security cameras inside the unit to spy on them and submits that the issue about the proximity only arose after they said that they would help them move in later because they live close by on the street over.
13. The standard of proof in proceedings before this Board is "proof on a balance of probabilities." By that standard, the party bearing the burden of proof must show with

evidence that, “more likely than not”, their assertions are true. Where, the evidence of the opposing party is as believable as that of the party bearing the burden of proof, that burden cannot be said to have been discharged.

14. In the case before me I find both versions of events are equally believable. I am unable to find the Tenants versions of events truer than the Landlords.
15. Even if I were to find that the Landlord entered the rental unit illegally on June 5, 2023 and then took the keys from the Tenant and locked them out, the Tenant failed to establish any of the requested remedies. They provided no evidence of their out-of-pocket expenses and no evidence regarding alternative accommodations.
16. Even so, the expense claims and rent differential are for times after the Tenant already agreed to terminate their tenancy through their actions of demanding and accepting the return of their deposits. The Tenant is not entitled to their requested remedies on the basis that they agreed to terminate the tenancy.
17. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
18. This order contains all of the reasons for the decision within it and no further reasons will follow.

**It is ordered that:**

1. The Tenant’s application is dismissed.

**May 15, 2026**  
**Date Issued**

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Terri van Huisstede  
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.