



Order under Section 31 Residential Tenancies Act, 2006

Citation: ESTAY v ZOLGHADR, 2026 ONLTB 39685

Date: 2026-05-20

File Number: LTB-T-099052-24

In the matter of: 1310 TECUMSEH PARK DR
MISSISSAUGA ON L5H2W4

Between: LILIAN ESTAY
CARL LISCIO
Tenants

And

MOHAMMED ZOLGHADR
Landlord

LILIAN ESTAY and CARL LISCIO (the 'Tenants') applied for an order determining that MOHAMMED ZOLGHADR (the 'Landlord'):

- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on April 30, 2026.

The Tenants' Legal Representative, Y. Bailey, the Tenants, Lilian Estay (LE) and Carl Liscio (CL), and the Landlord, attended the hearing.

Determinations:

Does the *Residential Tenancies Act, 2006* (the 'Act') apply?

1. At the outset of the hearing, the Landlord submitted that there was no tenancy agreement between the Tenants and himself. He testified that the Tenants came to live in his home to provide help to his wife and himself as they are elderly and require assistance around the house in return the Tenants were permitted to occupy a room in the basement. He testified that the expectation of help was for them to do chores and cleaning around the property. He also testified that the Tenants never paid any rent or utilities during their stay.
2. The Landlord further testified that as soon as the Tenants received keys they kept making excuses why they were unable to help, such as not feeling well. He testified that eventually he had to give them notice to move out as they had reneged on their agreement

to provide help. He provided copies of three notices he gave to the Tenants dated June 15, 2024, July 10, 2024, and July 22, 2024, respectively, into evidence (DOC-7755588pgs3-7).

3. Additionally, the Landlord asserted that the Tenants were entitled to only occupy a room in the basement which is not self-contained, and they only had access to shared facilities such as a kitchenette, bathroom, and laundry room. The Landlord provided a copy of a letter from his current care-giver, who describes the same accommodation, into evidence (DOC-7755588pg9). The relevant portion of the letter read:

“I have been given the use of a large room in the lower level of the house for my use only. The lower level of the house, other than my room, is open plan. I have shared access to a small kitchen, a bathroom and laundry room area which I share with the family members from time-to-time as and when needed.”

4. When asked how the Tenants came to him, the Landlord testified that he had advertised for live-in helpers on the billboards at local supermarkets. Under cross-examination, when asked what criteria he was looking for in live-in helpers, the Landlord responded, “simply an ability to help around, chores.”
5. CL was removed from the room during LE’s testimony. LE testified that they sold their own property and were living in an Airbnb when they decided to look for a new place to live. She also testified that they wanted to stay in the area and her husband found a listing on Kijiji describing the unit as basement apartment separate entrance, beautiful layout, private bath and kitchen, and secluded. She testified that they did not keep a copy of the advertisement and that it has since been deleted, but they were able to obtain from Kijiji the “metadata” of the existence of an advertisement and provided a copy of that into evidence (DOC-7779316pg12). The information provided in this “metadata” was the following:

Ad_ID#, location, Post_User_ID#, the Ad_Title “Spacious 1,200 ft2 Studio Apartment – Lorne Park/Port Credit,” Ad_Asking_Price “2200,” Ad_Create_Date/time “2023-05-17 – 01:35:14,” Ad_Start_Date “2023-11-01” and Ad_Removal_Date “2023-11-03.”

6. LE testified that after seeing this advertisement, they contacted the Landlord and they arranged to meet. She testified that they met at the house and entered through a separate entrance to view the basement. She described the basement as a “quite big” room with a private bathroom and a private kitchen. She also testified that although the advertisement stated \$2,200.00, the Landlord said since they were adding another person, it would be \$2,300.00, which they accepted.
7. LE also testified that the Landlord requested first and last month’s rent plus \$1,100.00 for a security deposit. She testified that she asked for a lease agreement but the Landlord said it would take too long with all the checks and that they will do this on a monthly basis. She also testified that they went to the bank immediately and gave the Landlord the cash to secure the place. In support of her assertion she provided a copy of their bank statement for the month of November 2023 highlighting a cash withdrawal on November 2, 2023 of \$5,750.00 into evidence (DOC-6570575pg5).

8. She further testified that they moved into the unit on November 15, 2023 and brought all their belongings including furniture. She testified that the Landlord had also requested for them to pay a total of six months up front, so they paid an additional \$4,600.00 on December 4, 2023 and another \$4,600.00 on December 29, 2023. In support of her assertions, she provided copies of their bank statement for December 2023 highlighting a cash withdrawal of \$4,600.00 on December 4, 2023 and a cash withdrawal of \$4,600.00 on December 29, 2023 into evidence (DOC-6570575pgs9-10). She also provided a copy of a cash withdrawal receipt from her bank dated December 29, 2023 for \$4,600.00 into evidence (DOC-6570575pg13).
9. CL testified that they were looking for an apartment because they were paying too much for the Airbnb where they were staying and it was him who found the advertisement for this rental unit. He testified that he had a conversation with the Landlord over the telephone in which he provided his information including driver's license, and they agreed to meet. He also testified that in early November they met with the Landlord and his wife at the rental unit and discussed a rental amount of \$2,200.00. He testified that the Landlord stated that because they are two people the amount would be \$2,300.00. He further testified that they agreed on this amount and were required to pay first and last month's rent to secure the place and did so in cash that day.
10. CL also testified that the Landlord had requested a security deposit in the amount of \$1,125.00 or \$1,150.00 and that they paid the Landlord two other months twice in the amount of \$4,600.00 each. CL testified that all payments were made to the Landlord in cash as requested by him and no receipts were provided. He asserted that they paid a total of six months in rent and a security deposit.
11. Under cross-examination, CL confirmed that when they met with the Landlord and agreed on \$2,300.00 a month, they left and went to the bank to give the Landlord the cash and he knows it was \$4,600.00 plus \$1,150.00. Under cross-examination, CL could not provide the specific dates of any other amounts given to the Landlord but did confirm that there were two other payments of \$4,600.00 each, which he asserted totals six months plus the deposit.
12. CL also testified that they moved in a few weeks later and described the unit as a large room in the basement which had a separate bathroom and a kitchenette, which had a laundry set, stove, fridge and microwave. He further testified that they accessed the unit through the side of the house, and there were stairs going down to a side door and when you entered you were in the unit. He did acknowledge that there was another door to go up to the main floor but that door was never used by anyone.
13. The Landlord submitted that the Kijiji advertisement relied upon by the Tenants simply showed there was an ad posted and he finds it unlikely that Kijiji would not be able to give the full information. He also submitted that there is no evidence that the Tenants' cash withdrawals from their bank were received by him. He maintained that their relationship was work based, helping him in return for living in the room.
14. The Tenants' Legal Representative submitted that this was a tenancy. The Tenants moved into the unit on November 15, 2023, paid first and last month's rent, a security deposit, and another four months rent to the Landlord in cash as demanded by him. She also submitted that while they do not have the full advertisement from Kijiji, the "metadata"

is there. She further submitted that the Tenants only discovered the Landlord's assertion that they were workers when they received the first notice from him in June 2024. She further submitted that the rental unit had its own entrance, bathroom and kitchen, and that the Tenants had no access to the upstairs.

Law and Analysis

15. For the following reasons, I was satisfied that the parties had entered into a tenancy for this unit at a monthly rent of \$2,300.00, that the Landlord received a total of \$14,950.00 from the Tenants during their tenancy, and that the Act applies to this unit.
16. A party claiming an exemption under the Act bears the burden to prove on a balance of probabilities the living accommodation is exempt. In this case, the Landlord asserts that the bathroom and kitchen were shared facilities. Section 5(i) of the Act provides that:

This Act does not apply with respect to,

(i) living accommodation whose occupant or occupants are required to share a bathroom or kitchen facility with the owner, the owner's spouse, child or parent or the spouse's child or parent, and where the owner, spouse, child or parent lives in the building in which the living accommodation is located;

17. There is no dispute that the basement is one large room that has a bathroom and a kitchen (or kitchenette). The Landlord asserts that the bathroom and kitchen were shared facilities. Other than this assertion, his supporting evidence was a letter from his current live-in caregiver. Despite the letter not being signed by the person who wrote it and that this person did not testify so the contents of the letter could not be tested, the wording in the letter also fails to support the Landlord's assertion. On one hand, the writer states they "have been given the use of a large room in the lower level of the house for my use only" (my emphasis). Then the writer says "the lower level of the house, other than my room, is open plan. I have shared access to a small kitchen, a bathroom and laundry room area which I share with the family members from time-to-time as and when needed" (my emphasis).
18. The Landlord in his testimony described the room in the basement as a "large room with no door" and "open basement." The Tenants described the basement area in a similar fashion. Given this, I was satisfied that the layout of the basement was an open plan meaning a very large room with a bathroom, kitchen area (including or not laundry machines) off of it. If this is the case, then the only way to access the bathroom and the kitchen would be through the room itself. So I find the description provided in the letter the Landlord is relying upon is inconsistent, as how can the room be only for their use but the rooms off it be shared. Given this inconsistency, along with the letter not being signed and the contents not being tested, I found it unreliable and it does not support the Landlord's assertion.
19. The Landlord did not testify that he or any other member of his household used the facilities in the basement during the tenancy or provided any other supporting evidence to demonstrate that they could easily access these facility such as pictures of the area to confirm that there were no barriers or doors to the basement kitchen and bathroom. The

Tenants described the unit as self-contained with the entrance being from a side exterior door. CL testified that while although at the side entrance there is another door to the main level of the house, it was not used.

20. Based on the evidence before me, I was not satisfied that the Tenants were required to share a kitchen or bathroom facility with the Landlord. There was no evidence provided that the Landlord or other members of his household used these facilities in the Tenants' unit. I find it more likely than not that these facilities were exclusively used by the Tenants and that was the case from the beginning of the tenancy. Additionally, the Landlord testified that he and his wife are elderly and suffer from rheumatoid arthritis. Given this, I find it unlikely that they were going down into the basement to use these facilities.
21. As well, I found the Landlord's evidence less credible than the Tenants. The second part of the Landlord's assertion is that the Act does not apply as his arrangement with the Tenants was for them to provide help around the house, cleaning, chores, etc. for him and his wife as they are elderly in exchange for occupying the basement room. He testified that had placed an advertisement for a live-in caregiver at the supermarket and that in November 2023 when he met the Tenants and they viewed the basement this was what was discussed between them.
22. I find it unlikely that the Landlord would hire a couple (two people) with no experience, and no resume presented to be care-givers in his home, especially a couple who do not do this kind of work for a living. Although, the Landlord then asserted that the help was more to do with cleaning and exterior maintenance of the property, this still does not seem reasonable.
23. In any event, this living arrangement as described by the Landlord is not necessarily exempt from the Act as the Tenants could argue that they are paying rent in the form of work in exchange for the occupation. The Landlord's home is not a care home or located on a farm. Rent is defined in section 2 of the Act as any consideration paid or given or required to be paid or given for the right to occupy a rental unit. There does not have to be money exchanged.
24. As well, the Landlord asserted that there was no tenancy agreement as the Tenants did not pay any rent or utilities for their stay in his house. However, the Tenants, even after one of them was secluded, both testified that six and a half month's rent was paid to the Landlord in cash which was supported by their bank statements showing these large cash withdrawals which amount to exactly that much. Of course, the amount of rent charged was asserted by the Tenants and only backed by this "metadata" obtained from a Kijiji advertisement that had since been deleted.
25. While I agree with the Landlord's submissions that the Tenants' supporting evidence of the "metadata" of a Kijiji advertisement is not directly linked to the Landlord or simply showing cash withdrawals on a bank statement does not mean that those amounts were given to him, however the findings before the LTB are based on a balance of probabilities.
26. When the "metadata" from the Kijiji advertisement is reviewed, the Ad_Title aligns with the description of this unit provided by both parties, a rental amount of \$2,200.00 was requested for this unit, and the ad was removed on November 3, 2023, the day after the

parties met and the Tenants assert they entered into a tenancy with the Landlord for this unit.

27. The parties had to come together somehow, the Landlord did not provide a copy of his alleged posting on the supermarket's billboard for a live-in caregiver. In the absence of any evidence to the contrary, I find it more likely than not that the parties found each other through a Kijiji advertisement which has since been deleted. So I find it more likely than not that the evidence presented by the Tenants is the "metadata" for that ad and this is what brought the parties together.
28. There was no dispute that the parties met in early November 2023 and viewed the unit together. The Tenants asserted that during this meeting the Landlord requested rent of \$2,300.00 instead of the advertised \$2,200.00 per month because there would be two people occupying the unit instead of only one. The Tenants also asserted that the Landlord requested first, last, and half month's rent up front, which would amount to \$5,750.00 [$\$2,300.00 + \$2,300.00 + (\$2,300.00/2 = \$1,150.00)$]. This was the exact cash amount that the Tenants withdrew from their bank account on this date, November 2, 2023. Therefore, I find it more likely than not that the Tenants withdrew this amount from their bank account to pay the Landlord to secure this unit.
29. The Tenants also asserted that they moved into the rental unit on November 15, 2023 and paid the Landlord an additional four months rent, being \$4,600.00 on December 4, 2023 and \$4,600.00 on December 29, 2023 in cash as the Landlord had requested six months rent to be paid in advance plus the deposit of one half month's rent. Again the payment amounts and dates were supported by the Tenant's bank statement showing these exact cash withdrawals. Therefore, I find it likely that these amounts were also paid to the Landlord during the tenancy.
30. The Landlord asserted that the Tenants never paid any moneys as their arrangement was for them to provide help. However, and although the Tenants never provided any help according to the Landlord from day one, being November 15, 2023, the first time the Landlord took issue with the Tenants not providing any help as per his alleged arrangement, was on June 15, 2024. The timeframe between the Tenants move in date and when the Landlord served them with his first notice to vacate was exactly seven months. The Landlord asserted that he was just being nice and believed the Tenants regarding their issues on why they could not fulfill their duties. I was not satisfied that was the case. I find that a reasonable person would not permit persons, who they hired to perform duties, a total of seven months to perform those duties before taking any action.
31. I find the timing of the Landlord's first notice to vacate to the Tenants very telling. According to the Tenants they had paid the Landlord six and a half month's rent, and the Landlord only took issue with these Tenants on June 15, 2023 after seven months had passed. Given this, I find it very likely that the Landlord did receive these payments from the Tenants and it was only after the Tenants began owing rent arrears in June 2024 that the Landlord took issue with them and alleged a story regarding their living arrangement.
32. As well, the Landlord's third notice to vacate to the Tenants was also very telling. In that notice, the Landlord writes about the City of Mississauga Fire Department (Fire Department) considering the home a "single family dwelling" and the basement unit being unregistered and illegal. However, if the unit was not self-contained and the facilities were

shared, as well as the Tenants being live-in caregivers why would the Fire Department make these determinations.

33. A copy of the Fire Department's inspection report was not provided into evidence. However given the language used by the Landlord in this third notice to vacate, I find it more likely than not that the issue was that the Landlord had an illegal unregistered rental unit in his home. And perhaps this is the reason the Landlord is asserting that there was no tenancy as he may face repercussions from the Fire Department or municipality.

T2 application

34. As explained below, the Tenants proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay \$1,198.00 to the Tenants and pay a fine of \$10,000.00 to the LTB on or before May 31, 2026.

35. In this application, the Tenants allege that the Landlord withheld or interfered with vital services, namely electricity and water, and that the Landlord illegally locked them out of their unit.

36. Subsection 21(1) of the Act provides that:

(1) A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed, withhold 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 interfere with the reasonable supply of any vital service, care service or food.

37. Section 24 of the Act provides that:

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.

Vital Services

38. The Tenants each testified that sometime in June 2024 the water was shut off, CL had discovered this when trying to do laundry. They both testified that they called the police and CL testified that he spoke with the Landlord. They testified that after the police left the water appeared to be working again but would go off again and/or at times have low to no pressure during the remainder of their tenancy.
39. Under cross-examination of CL, the Landlord asked how he could use laundry appliances in June because they were removed by the Fire Department, and CL replied that nothing was removed until later in July 2024.
40. The Landlord testified that he did not shut off the water and that there is only one water valve and shutting it off would affect water to the entire house. He also submitted that there was one time where some work was being completed on a main pipe in the area and the water was shut off for a period of time. He further submitted that the Tenants'

evidence is not credible as they are asserting that they had no water from June 15 onward, several weeks yet were able to continue to reside in the unit.

41. Based on the evidence before me, I cannot find that the Landlord withheld or interfered with the vital service of water. The Tenants' individual evidence of this issue was not consistent. LE asserted that the water was completely shut off and that the Landlord would only turn it on when instructed to do so by police then turn it off again as soon as they left, but she also confirmed that she stopped contacting the police. If the water is only turned on when the police instruct it, why would the Tenants stop calling the police. CL testified that there was water but that the pressure was very low. LE in her evidence did eventually concur that it was just low water pressure, but I was satisfied that the majority of her evidence on this issue was most likely exaggerated, inconsistent, and did not align with CL's testimony.
42. LE also asserted that the Landlord shut off the electricity. She testified that as of June 15, 2024, the lights and stove in their unit were no longer working. She also testified that it was the police who made the Landlord turn the electricity back on but maintained that the stove and lights did not work for the rest of the time they resided there. CL testified that there was an issue with the washer and dryer not working so he contacted the Landlord who advised he would send someone, but no one ever came. CL also testified that they were not able to use the stove, but the refrigerator and the lights were working.
43. Under cross-examination, CL acknowledged that the main electrical breaker was located within their unit and admitted that on one occasion it was he who turned the power off to the whole house.
44. The Landlord maintained that the main electrical switch is in the unit and it was the Tenants who turned the power off in an attempt to intimidate his wife and himself.
45. The evidence before me was insufficient to find that the Landlord interfered with or withheld electricity. It was uncontested that the main electrical breaker was accessible by the Tenants. If this were the case, I find it unlikely that the Landlord could turn off the electricity. Additionally, CL admitted that he turned off the power one time to the whole house, so I was satisfied that the Tenants had control of the electricity. The evidence seemed to be consistent that the stove did not work, however, this is not a vital service as defined by the Act.

Illegal Lock Out

46. There was no dispute that the Landlord changed the locks to the rental unit and did not provide replacement keys to the Tenants on August 3, 2024. LE testified that on August 3, 2024 while her husband (CL) came to pick her up from work they received a text message from the Landlord advising that he had changed the locks. LE provided a copy of the text message into evidence (DOC-7779316pg17). The text message in part reads:

“This serves to inform you that in line with our previous 3 Notices that were served on you and the City of Mississauga's Fire Department's Inspection Order to us, the homeowners, the contents of which you were clearly made aware of in our 3rd

Notice to you dated July 22nd 2024, we have changed the lock on the entry door to the room in our basement that you have been occupying for months...

We ask that you do not attempt to set foot anywhere on our private property grounds...

You can arrange with your movers to come and remove all your belongings from the premises anytime by prior arrangement with us in writing. Only professional movers will be allowed to enter the premises."

47. LE testified that they immediately went to the property and saw the Landlord and his wife waiting outside who advised the Tenants to get out. LE also testified that she could see pillars connected by a string with a notice saying "do not enter" on the side pathway to the rental unit's entrance door. CL's testimony was consistent with LE's evidence.
48. There was also no dispute that a physical altercation between the Landlord and CL ensued, the Landlord's wife was injured, and CL was charged by police.
49. Based on the above uncontested evidence, I was satisfied that the Landlord breached section 24 of the Act and illegally locked out the Tenants. There was no dispute that the Landlord altered the locking system on a door giving entry to the rental unit without giving the Tenant replacement keys.

Remedies

50. In this application, the Tenants requested an abatement of rent totalling \$2,300.00, under other remedies an amount of \$1,150.00 for a security deposit collected, the ability to retrieve their remaining belongings, and that the Landlord pay an administrative fine.
51. Section 1 of the Act sets out that one of the primary purposes is to provide protection for residential tenants from unlawful evictions. The Landlord's breach of section 24 of the Act amounts to a fundamental breach of the Tenants' right to be protected from an unlawful eviction. This is the most egregious breach under the Act.
52. The Tenants testified that they had no place to go after being locked out of the unit. They also testified they had no access to their belongings. LE testified that during the altercation at the property on August 3, 2024, she fell got hurt and called an ambulance. She also testified that she had just started a new job and they were only able to stay at a hotel for a couple of nights, as it was not cheap. She further testified that they ended up living in their car. CL testified that they went to a hotel for a couple of days and then had their car which they parked in a church parking lot. They also testified that it was only two days after the lock out that they were able to get any belongings from the unit and only with the assistance of the police.
53. The Landlord asserted that the Tenants testimony on where they went after being locked out was not credible. He submitted that they are testifying that they were able to pay him around \$15,000.00 in a short period of time, working, but then have no money for a hotel room.

54. It was not disputed by the Tenants that no moneys were paid to the Landlord after those initial advance payments ending on December 29, 2024. Therefore, as found above, I was satisfied that in June 2024 when the Tenants did not pay any rent, the Landlord took issue with this tenancy. Given this, I find it likely that the Tenants may have been struggling financially.
55. The Landlord had also initially testified that the reason he took on the Tenants “as caregivers” was their down on their luck story about losing their property to a power of sale. Although, LE disputed that their property was sold under power of sale, there was no dispute that they had just sold their property within months of this tenancy commencing. Therefore, I find it likely that the Tenants had some funds at the beginning of the tenancy due to the sale of their property, but as the Landlord testified that he believed that CL did not work, I find it likely that the Tenants would have financial issues on only one income. Therefore, I was satisfied that the Tenants’ testimony of not being able to afford hotels or other accommodations after the illegal lock out was credible.
56. An abatement is a contractual remedy designed to recognize the concept that if a tenant is paying rent for a bundle of goods and services and if the tenant is not receiving everything being paid for then they are entitled to an abatement proportionate to the difference of what is being paid for and what is being received.
57. There was no dispute that the Tenants were locked out of the rental unit on August 3, 2024 and were not able to return or occupy the unit since that time. Given this, I was satisfied that the Tenants’ obligation to pay rent ceased on this date and they are entitled to the rent being abated in full from this point forward.
58. This tenancy commenced on November 15, 2023 on a month-to-month basis, given this I was satisfied that the monthly rental period for this tenancy is from the 15th of each month until the 14th of the next month. There was no dispute that the Tenants did not pay rent for the period of July 15, 2024 to August 14, 2024, therefore although rent is abated as of August 3, 2024, no amount shall be ordered to be paid to the Tenants from the Landlord.
59. The Tenants also requested the return of \$1,150.00 that they say was collected by the Landlord as a security deposit at the commencement of the tenancy. Subsection 31(1)(f) of the Act provides that if the LTB has found that the Landlord breached section 24 of the Act the LTB may make any other order that it considers appropriate. I was satisfied that the amount of \$4,450.00 [\$5,750.00 - \$2,300.00 (first month’s rent)] was paid by the Tenants as a deposit to the Landlord at the out set of this tenancy.
60. Subsection 106(2) of the Act provides that the amount of a rent deposit shall not be more than the amount of rent for one month. Since the monthly rent was \$2,300.00 and the Landlord collected \$4,450.00 as a deposit, I was satisfied that in accordance with subsection 106(2) of the Act \$1,150.00 was collected from the Tenants illegally by the Landlord as a deposit. Therefore, in accordance with subsection 31(1)(f) I find that it is appropriate to order the Landlord to pay to the Tenants \$1,150.00 as general compensation.
61. The Tenants further requested that the Landlord pay an administrative fine to the LTB.
62. Guideline 16 of the *Landlord and Tenant Board’s Interpretation Guidelines* outlines that an administrative fine is a remedy to be used by the LTB to encourage compliance with the

Act and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance. Administrative fines and rent abatements serve different purposes.

63. This same guideline also provides the LTB with factors to consider with respect to quantum of the fine, they are:

- The nature and severity of the breach
- The effect of the breach on the tenant
- Any other relevant factors

64. The Landlord's actions in this case showed a blatant disregard for the Act, the Landlord's breach of illegally locking the Tenants out of the unit was harsh and severe. As stated above, the purpose of this Act is to provide protection for residential tenants from unlawful evictions and so in keeping with the spirit of the legislation the LTB has a large interest to deter landlord's in engaging in this behaviour in the future. The effect of this breach on these Tenants was quite substantial. They were essentially left homeless, had no access to their belongings, most likely frustrated and stressed, and therefore vulnerable.

65. Consequently, I find that an administrative fine of \$10,000.00 to be warranted in these circumstances.

66. The Tenants' request for an order to retrieve belongings is denied. There was no dispute that over the course of time since the illegal lock out on August 3, 2024, the Tenants have been given access to retrieve their belongings from the rental unit on at least two occasions. The Landlord testified that the Tenants and their Legal Representative attended the unit in December 2024 with a truck and were given the opportunity to retrieve all their belongings. He submitted that they took what they wanted and he assumed anything left behind was disposable. Since the Tenants were given the opportunity to access the rental unit and retrieve their belongings in December 2024 after this application was filed, I was satisfied that if they did not take everything it was reasonable for the Landlord to determine anything left behind could be disposed.

67. The Tenants are also entitled to their costs for filing the application.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$1,198.00. This amount represents:
 - \$1,150.00 for general compensation; and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by May 31, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by May 31, 2026, the Landlord will owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.
5. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$10,000.00 by May 31, 2026.

May 20, 2026
Date Issued

Lisa Del Vecchio
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.

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.