



Order under Section 31 Residential Tenancies Act, 2006

Citation: Shahein v Krebs, 2026 ONLTB 39710

Date: 2026-05-19

File Number: LTB-T-080493-24

LTB-T-080557-24

In the matter of: D4, 279 WOODFIELD RD
TORONTO ON M4L2W8

Between: Ali Shahein Tenant

And

Carolyn Krebs Landlord

Ali Shahein (the 'Tenant') applied for an order determining that Carolyn Krebs (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.
- 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. (*T2 Application*)

The Tenant also applied for an order determining that the Landlord failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act*, 2006 (the "Act") or failed to comply with health, safety, housing or maintenance standards. (*T6 Application*)

These applications were heard by videoconference on March 3, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Background/History

1. On July 13, 2022, the LTB issued order TST-08810-19 for the Tenant's applications with respect to this tenancy. In this order, the Landlord was ordered to pay the Tenant a total of \$8,197.20 by July 24, 2022.

2. It was not contested that the Landlord did not pay this amount to the Tenant. The Tenant was therefore entitled to recover the amount by deducting \$300.00 from the rent for each month from August 2022 to April 2024, and \$146.70 from the rent for May 2024.
3. Order TST-08810-19 also required the Landlord to complete the following work, repairs, or replacements by August 13, 2022:
 1. Repair or replace the bathroom floor;
 2. Repair or replace the kitchen floor;
 3. Repair or replace the bathroom window;
 4. Repair or replace the tile/leak in the shower wall;
 5. Provide the Tenant with a mailbox; and
 6. Hire a pest control contractor to begin eliminating the rodent infestation in the rental unit and the residential complex.
4. The order also contained a provision authorizing the Tenant to arrange for the repairs or replacements to be done if the work described at paragraph 3 above was not completed by August 13, 2022 and to recover the costs, with proof provided to the Landlord, by deducting the amount from the rent paid starting September 2022 until there is no longer any money owing.
5. The order also contained a provision permitting the Tenant to deduct 20% (\$115.89) from the rent each month beginning in September 2022 until the work is complete, if the work described at paragraph 3 above was not completed by August 13, 2022.
6. Finally, the order contained a provision prohibiting the Landlord from giving the Tenant a notice of rent increase until all the work described in paragraph 3 above was complete.
7. Order LTB-L-049399-23, issued on January 5, 2024 was a voidable order, terminating the tenancy and evicting the Tenant unless he paid all arrears and costs determined to be owing in that order (\$10,345.38) by January 16, 2024. Order LTB-L-049399-23 did not account for the amounts owing to the Tenant under order TST-08810-19.
8. By the time the Tenant requested a review of order LTB-L-049399-23, he had already been evicted pursuant to that order. The eviction was enforced on February 8, 2024.
9. The review to review was granted and the Landlord's L1 application was heard *de novo*. The application was resolved by order LTB-L-049399-23-RV issued on January 9, 2026.
10. In this order, the Board found that the Landlord failed to complete the work ordered in TST-08810-19 and issues remained outstanding until the Tenant was evicted on February 8, 2024. The order offset the Tenant's arrears owed to the end of the tenancy with the Tenant's entitlement to the rent abatement and deduction ordered in TST-08810-19.

11. At the onset of the hearing, I raise the issue of whether the Board has jurisdiction to consider the Tenant's allegations on the T6 application. The Tenant acknowledged that the issues contained in this application are the same issues that were addressed in TST-08810-19.
12. The doctrine of *issue estoppel* applies to preclude re-litigation of issues already determined in previous litigation and to promote fairness and integrity in the justice system by ensuring finality of decisions. The application of issue estoppel requires three preconditions to be met:
 - a) The issue must be the same issue decided in a prior decision of a court or tribunal of competent jurisdiction;
 - b) The prior judicial decision must have been final; and
 - c) The parties to both proceedings at issue must be the same, or their privies:

Toronto (City) v. C.U.P.E., Local 79, 2003 SCC 63 (CanLII), para 23
[*C.U.P.E., Local 79*]; *Danyluk v. Ainsworth Technologies Inc.*, 2001 SCC 44 (CanLII), para 25 [*"Danyluk"*]
13. The issues contained in the Tenant's T6 application are barred by the doctrine of *issue estoppel*. These issues were previously litigated and determined in prior final decisions of the LTB, and the parties to those proceedings were the same. Findings on the Tenant's issues were made in order TST-08810-19 and remedies were ordered. Similarly, order LTB-L-049399-23-RV made determinations regarding the tenancy since TST-08810-19 was issued and reconciled the Tenant's entitlement to the remedies against the Tenant's arrears up to the date the tenancy terminated.
14. *Issue estoppel* is a branch of the doctrine of *res judicata*. Even where a branch of *res judicata* is made out, the court or tribunal "... must still determine whether, as a matter of discretion, [the *estoppel*] ought to be applied: *Danyluk, supra*, para 33.
15. In court proceedings, this discretion is limited in application, but "... the discretion is necessarily broader in relation to the prior decisions of administrative tribunals because of the enormous range and diversity of the structures, mandates and procedures of administrative decision makers": *Danyluk, supra*, para 62.
16. The exercise of this residual discretion is case-specific and depends on the circumstances of the given case. In deciding whether to exercise my residual discretion, I must consider whether there is "... something in the circumstances of this case such that the usual operation of the doctrine of [issue estoppel] would work an injustice": *Danyluk, supra*, para 63, citing *Schwenke v. Ontario*, 2000 CanLII 5655 (ON CA), paras 38 and 43.
17. In my view, there is nothing in the circumstances of this case such that the operation of *issue estoppel* would work an injustice. The parties were provided an opportunity to present evidence the resulted in order LTB-L-049399-23-RV regarding the issues after order TST-08810-19 was issued and the Tenant's arrears were offset against the remedies ordered in order TST-08810-19. Not only did order TST-08810-19 grant the Tenant

compensation but also provided an ongoing abatement and authorization to complete the work if the Landlord failed to do the work ordered. To relitigate the same issues when the Board clearly contemplated the Landlord not completing the work and ordered an ongoing remedy, in my view, would be an abuse of process. As such, I find it inappropriate to consider the Tenant's T6 application and the application must be dismissed.

T2 Application

18. In the T2 application, the Tenant alleges that the Landlord entered the rental unit illegally, changed the locks to the rental unit without providing the Tenant replacement keys, substantially interfered with the Tenant's reasonable enjoyment of the rental unit, and did not give the Tenant 72 hours to remove the Tenant's property after the Sheriff enforced eviction on February 8, 2024.

Tenant's Evidence

19. The Tenant testified that he has never had a mailbox for the rental unit and that the superintendent delivered mail to him.
20. The Tenant testified that he was unaware of the Landlord's L1 application (LTB-L-049399-23) and subsequent eviction order until the Sheriff evicted him on February 8, 2024.
21. The Tenant testified that he rented a mailbox from Canada Post to use as his mailing address for banks and the government.
22. The Tenant testified that he contacted the Board on February 9, 2024 to obtain information about the L1 application and went to a legal clinic to get legal advice. On March 12, 2024, the Tenant, with the legal clinic's assistance, filed a request to review order LTB-L-049399-23 issued on January 5, 2024.
23. The Tenant testified that he returned to the residential complex on February 9, 2024 and the superintendent was not present.
24. The Tenant testified that he returned to the residential complex on February 10, 2024 and was provided access to the rental unit to retrieve approximately 30% of his belongings. His vehicle was unable to fit everything. He asked the superintendent if he could return and the superintendent advised him to return the next day.
25. The Tenant testified that he returned to the residential complex on February 11, 2024 and entered the residential complex. He knocked on the superintendent's office door and called the superintendent but the superintendent did not answer. He eventually got a hold of the superintendent at 10:00 a.m. and the superintendent informed him that he could not access the rental unit as the Landlord prohibited any further access.
26. The Tenant testified that he did not have the Landlord's contact information and that he only was able to email the Landlord on March 18, 2024 after he obtained the L1 application documents.

Landlord's Evidence

27. The Landlord testified that the Sheriff came on February 8, 2024 to evict the Tenant. The Tenant was present and said that he thought the eviction was cancelled because the Sheriff didn't attend on February 5, 2024. The Sheriff informed the Tenant to gather up important belongings and the Tenant left with a bag of belongings.
28. The Landlord testified that the Tenant called her a few times to yell at her and inform her that he was returning on February 9, 2024 to retrieve his belongings. The Tenant came on February 9, 2024 and again on February 10, 2024.
29. The Landlord testified that she was not present when the Tenant returned and that the superintendent provided access to the Tenant. The super is no longer employed with the Landlord as of early 2025.
30. The Landlord testified that the superintendent informed her that the Tenant would be returning on February 11, 2024 and on February 12, 2024 but the Tenant did not show up.
31. The Landlord testified that she went into the rental unit on February 11, 2024 and saw nothing but two small boxes. The boxes were disposed of on February 14, 2024.
32. The Landlord testified that she served the N4 Notice (which was the basis for LTB-L-049399-23) to the Tenant by placing the document under the door.
33. The Landlord testified that she installed a locked mailbox next to the Tenant's door in 2019 after the Tenant complained about the previous mailbox being too small. The Tenant was provided both keys to the mailbox.
34. The Landlord testified that she assumed the Tenant received the Board order as the Tenant started to pay rent in January 2024 after more than a year of non-payment. She did not provide a copy of the order to the Tenant.
35. The Landlord testified that she did not know the Tenant had another mailbox with Canada Post and believes she gave the Tenant the Notice of Hearing and L1/L9 Information Update form a week before the hearing on December 19, 2023.

Analysis

36. As note above, the issue of whether the Tenant had a mailbox was determined in TST-08810-19 and in LTB-L-049399-23-RV. The Landlord again attempted to contradict the previous findings by presenting two 2019 photographs (DOC-6888184 and DOC-3307712). Not only does the photographs predate the hearings for TST-08810-19, but the photographs were also submitted and considered in LTB-L-049399-23-RV. The issue cannot be relitigated due to the operation of *issue estoppel*.
37. The Tenant's evidence was clear, convincing, and cogent, and I preferred his evidence over that of the Landlord. I do not find the Landlord's evidence regarding her service of the N4 Notice and Notice of Hearing to the Tenant credible. The Landlord testified that she served the N4 Notice under the door; however the Certificate Of Service filed with the L1 application indicates the Landlord served the Tenant by leaving the document in the mailbox. The Landlord did not file a Certificate Of Service for the alleged service of the Notice of Hearing and L1/L9 Information Update form. Given the discrepancy and the fact

there is no mailbox, I find it more likely than not that the Landlord did not serve the Tenant with any documents pertaining to the L1 application.

38. As such and considering the prior orders, I find that the Tenant did not have a mailbox at the residential complex and by failing to provide a mailbox and hindering the Tenant's access to mail, the Landlord has substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant.
39. The Tenant was unable to receive correspondence from the Board and this prevented his ability to participate in Board proceedings and also prevented him from receiving a copy of order LTB-L-049399-23 issued and mailed to the rental unit on January 5, 2024. Based on the evidence before the Board, I find that the Landlord deliberately and intentionally took advantage of the fact that the Tenant did not have a mailbox to facilitate the termination of the tenancy. The Landlord is familiar with the LTB and eviction processes and knew or ought to have known that the Tenant would not receive any mailed correspondence from the Board or the Sheriff.
40. With regards to the Tenant's claims of illegally entry and illegal lockout, I am not satisfied that the Tenant has established these breaches. There was no evidence before the Board that the Landlord entered the rental unit before the Sheriff enforced the eviction on February 8, 2024. While the manner in which the Landlord obtained the eviction order is questionable, the Landlord changed the locks with the Sheriff's authorization. Given the circumstances, I am unable to find that the Landlord illegally entered the rental unit or changed the locks.
41. With regards to the Tenant's claim that the Landlord did not give him 72 hours to remove his belongings after the Sheriff evicted him, I am not satisfied that the Tenant has lead sufficient evidence to establish this breach. Apart from the "he said, she said" conflicting testimonies, neither party provided the Board with any documentary evidence to support their position.
42. When the burden of proof rests on the Tenant and this kind of evidentiary "tie" occurs, it means that the Tenant has failed to meet the burden of proof. Absent something more, like phone logs of the Tenant's attempt to contact the Landlord or superintendent to gain access or witnesses to corroborate the Tenant's evidence that he was denied access to the rental unit, I am unable to find that the Landlord failed to provide the Tenant access to his belongings within 72 hours of the eviction.

Remedies

43. The Tenant is entitled to remedies given my finding that the Landlord breached section 22 of the Act by failing to provide the Tenant a mailbox. But for the non-existent mailbox and the Landlord's actions, I find it more likely than not that the Tenant would have participated in the Board proceedings and eviction would have not been ordered and advanced.
44. The Tenant requested the following remedies: rent abatement, fine, costs to replace property that was damaged, destroyed or disposed of, rent differential, moving and storage expenses, out-of-pocket expenses, return of all property the Landlord possesses or can get back, and general compensation.

Rent Abatement

45. Abatement of rent is a contractual remedy. It reflects the idea that rent is for a bundle of goods and services and if a tenant is not receiving everything he or she is entitled to then, the tenant is entitled to abatement proportional to the difference. The Tenant's arrears and payments were reconciled in LTB-L-049399-23-RV. There is no evidence before the Board that the Tenant's reasonable enjoyment of the rental unit was interfered with before February 8, 2024 when eviction took place. As such, this claim is dismissed.

Fine

46. Pursuant to the Board's Interpretation Guideline 16:

An administrative fine is a remedy to be used by the Board to encourage compliance with the *Residential Tenancies Act, 2006* (the "RTA"), 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 RTA and other remedies will not provide adequate deterrence and compliance. Administrative fines and rent abatements serve different purposes. Unlike a fine, a rent abatement is intended to compensate a tenant for a contravention of a tenant's rights or a breach of the landlord's obligations.

47. It seems to me that this is an appropriate case for an administrative fine for deterrence. I say this for the following reasons. The Landlord is not a neophyte to the business of being a landlord. The Landlord has been a landlord for decades, has a number of rental units and properties, and has been before the Board on numerous occasions. By not complying with a previous Board order to provide the Tenant with a mailbox, I find that the Landlord was wilfully blind to its duties and obligations and deliberately exploited the Tenant's rights under the Act.
48. Given all of the above and my knowledge of like similar cases before the Board, it seems to me a reasonable administrative fine in all of the circumstances here would be \$7,500.00.

Replacement Costs and Return of Property

49. Given my finding that the Tenant did not establish the Landlord failed to provide the Tenant 72 hours after the eviction to retrieve his belongings, I find the Tenant had an opportunity to remove all of his belongings from the rental unit and the decision to sell, retain or dispose of any remaining belonging was at the discretion of the Landlord pursuant to section 41(1) of the Act. As such, these claims are dismissed.

Rent Differential

50. In this case, I do find it appropriate to grant the Tenant the rent differential as I find that the Landlord's actions caused the Tenant to be evicted from the rent unit without due course.

51. The Tenant testified that he moved into a slightly larger studio apartment for \$1,775.00 a month. A copy of two pages of the Tenant's tenancy agreement with Medallion Corporation was submitted into evidence. The tenancy started on March 1, 2024. The rent at the rental unit when the Tenant vacated was \$579.44. The difference is \$1,195.56.
52. There was no evidence before the Board that the Tenant's new accommodation was a betterment from the rental unit. Based on the evidence before the Board and given that the Tenant's tenancy for the rental unit commenced in 2008, I find the rent difference to be reasonable. The Tenant vacated the rental unit on February 8, 2024. As such, the Tenant is entitled to the rent difference from March 2024 to February 2025 in the amount of \$14,346.72 (\$1,195.56 x 12 months).

Moving and Storage Expenses

53. The Tenant is seeking moving and storage expenses in the amount of \$650.00. The Tenant testified that he paid his friend \$650.00 to help him move and store the Tenant's belongings for a month. The Tenant did not provide any documentary evidence of the costs or bring his friend to the hearing to testify. Given that this is the Tenant's application, I find the Tenant has failed to provide sufficient evidence to establish these costs. As such, this claim is dismissed.

Out-of-Pocket Expenses

54. The Tenant is seeking out-of-pocket expenses in the amount of \$3,450.00. The Tenant testified that he lost income earnings of \$1,150.00 as he had to live in his car and was unable to work as a ride-share driver. The Tenant also testified that he had to eat out three meals a day. The Tenant did not produce any documentary evidence to demonstrate his employment or how much he earns. The Tenant also did not provide any receipts or bank statements to demonstrate how often he ate out or how much each meal was. If the Tenant charged all his expenses to his credit card as he testified to, I would think the Tenant would have been able to easily produce credit card statements to show the expenses. Given that this is the Tenant's application, I find the Tenant has failed to provide sufficient evidence to establish these costs and expenses. As such, this claim is dismissed.

General Compensation

55. The Tenant requested \$5,000.00 for general compensation. It is important to note that as reference in the Act, an order under this paragraph may be made regardless of whether the Tenant has incurred any actual expenses.
56. The Tenant testified that his mental and physical health worsened after he was evicted from the rental unit. He was homeless and spent weeks living in his car. He had to take medication to control his stress and nerves. His monthly expenses have also increased since moving out of the rental. He no longer had access to street parking previously provided by the City at the rental unit and now had to pay for parking. He also now had to pay utilities which were previously included at the rental unit.

57. I have taken into account that the Tenant has not demonstrated with reliable, third-party evidence - such as medical evidence - that the eviction posed a serious risk to his health. That is not to say such evidence is required although it assists the Board in determining the nature and scope of the impact of the Landlord's actions upon the Tenant. While the Tenant's experience was very distressing, there was no evidence of extraordinary harm.
58. Taking this into account I am satisfied, in all the circumstances, that an award of general damages in the amount of \$4,000.00 is appropriate.

It is ordered that:

1. The Tenant's T6 application is dismissed.
2. The total amount the Landlord shall pay the Tenant is \$18,346.72. This amount represents:
 - \$14,346.72 for increased rent the Tenant has incurred from March 1, 2024 to February 28, 2025
 - \$4,000.00 for general compensation.
3. The Landlord shall pay the Tenant the full amount owing by May 30, 2026.
4. If the Landlord does not pay the Tenant the full amount owing by May 30, 2026, the Landlord will owe interest. This will be simple interest calculated from May 31, 2026 at 4.00% annually on the balance outstanding.
5. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$7,500.00 by May 30, 2026.

May 19, 2026
Date Issued

Vicky Liu
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.