



Order under Section 31 Residential Tenancies Act, 2006

Citation: Lippi v Baboolal, 2026 ONLTB 40545

Date: 2026-05-25

File Number: LTB-T-053810-25

In the matter of: 5 LANCEWOOD CRES
BRAMPTON ON L6S5Y6

Between: Lippi Lippi
Mani Gulati
Tenants

And

Sachy Baboolal
Oliver Bristo
Landlords

Lippi Lippi and Mani Gulati (the 'Tenants') applied for an order determining that Sachy Baboolal and Oliver Bristo (the 'Landlords'):

- entered the rental unit illegally.
- 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 adjourned on July 29, 2025 after the Tenants' evidence in chief because there was insufficient time in the hearing block to conclude the matter. It was completed by videoconference on January 27, 2026.

The Landlords, Tenants' legal representative Carson Frankum, and the Tenants attended the hearing both on July 29, 2025 and on January 27, 2026.

Determinations:

Preliminary Issues

Request to amend

1. At the hearing on July 29, 2025, the Tenants requested to amend the application to add Oliver Bristo as a Landlord party as they were previously unaware that he was a Landlord. The Landlords did not dispute that Oliver Bristo was a Landlord.

2. The Tenants also sought to amend the application to remove Remedy 2 seeking an order for the Landlords to stop alleged conduct. The Tenants vacated the rental unit as of July 6, 2025, and therefore the remedy was moot.
3. The Tenants further sought to amend the application to add a claim for out-of-pocket expenses for moving in the amount of \$251.10.
4. I exercised my discretion under Rule 15.4 and granted the request to amend the application at the hearing to add this further remedy. I am satisfied that it is appropriate. There is minimal prejudice to the Landlords in granting the request, as the Landlords have the opportunity to challenge the Tenants' evidence with respect to the moving and storage costs. The burden of proof of the claim remains on the Tenants, and there is no delay to the proceedings by permitting this amendment.
5. The Tenants also requested the return of the \$250.00 key deposit. Under section 134 of the *Residential Tenancies Act, 2006* (the "Act"), a landlord is not entitled to collect additional charges from a tenant with the exception granted by subsection 17(3) of O. Reg. 516/06, which permits a landlord to collect a refundable key deposit. Because the Act requires the Landlord to return a key deposit after the tenancy terminates, there is no prejudice to permitting the Tenants to seek this remedy.
6. The Landlords filed an L2 application on June 21, 2025 to end the tenancy and evict the Tenants based on an N5 Notice and an N12 Notice (LTB-L-051194-25). The application was heard on July 17, 2025, after the Tenants vacated the rental unit. The application was therefore dismissed as moot by order dated July 22, 2025 since the tenancy had already been terminated.
7. The parties met privately on July 29, 2025 and agreed that the Landlords had not returned the key deposit of \$250.00 to the Tenants when the tenancy terminated and had not paid the required compensation of \$3,280.00 for issuing an N12 Notice. The Landlords agreed to return the key deposit before July 31, 2025. The Landlords stated that they needed time to be able to pay the compensation for the N12 Notice.
8. The remedies sought on the Tenants' application are therefore an administrative fine, moving and storage expenses, return of the key deposit, and payment of the statutorily required compensation under section 48.1 of the Act because the Landlords served an N12 Notice to Terminate the Tenancy.
9. At the hearing on January 27, 2026, the parties confirmed that the key deposit had been returned to the Tenants. The N12 compensation had not been paid.

Adjournment request

10. At the hearing on January 27, 2026, the Landlords requested an adjournment in order to retain a representative. They also stated that they were unable to open the Tenants' documents submitted into the Tribunals Ontario Portal. The Tenants opposed the request on the basis that the Landlords were aware of the amendments to the application at the previous hearing date, and the request was made partway through the hearing.
11. I denied the request to adjourn for the following reasons.

12. Rule 21 of the Board's Rules of Procedure states that an adjournment may be requested at the beginning of a hearing. The Tenants' evidence was completed at the previous sitting of the hearing, almost six months earlier. The application is relatively straightforward, based mostly on allegations on one date. Documents submitted to the portal are not evidence. Only documents referenced during testimony are considered, therefore the Landlords' inability to open documents is not prejudicial because the Tenants' evidence was concluded at the time of the adjournment request and they did not rely on documents that the Landlords could not access.
13. Section 183 of the Act requires the Board to "adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter." The Landlords have been aware of the Tenants' allegations for six months. The Board's Interpretation Guideline 1: *Adjourning and Rescheduling Hearings* states the Board's position that parties should assume the hearing will proceed on the date stated on the Notice of Hearing.
14. The amendments discussed at the July 29, 2025 hearing are described above and consist of adding a Landlord party (which was not contested), removal of a remedy which was moot due to the Tenants vacating the rental unit, and a request for \$251.10 in moving and storage costs. I am satisfied that the Landlords have been aware of the Tenants' claims and that they have had an adequate opportunity to prepare a response.
15. Section 10 of the *Statutory Powers Procedure Act* states that a party may be represented by a representative at a hearing, but the right is not absolute, and an adjournment is not automatically granted for this reason. It would not be expeditious to adjourn again to permit the Landlords to seek counsel, particularly as they did not avail themselves of the opportunity in the six months since the previous hearing, despite being provided with information for the Landlord Self Help Centre.

T2 Application

16. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay to the Tenants \$3,579.10, which represents moving and storage costs, the compensation for the N12 Notice, and the filing fee.
17. The Landlords must also pay to the LTB an administrative fine of \$1,750.00.

Illegal entry

18. The N12 Notice served on the Tenants had a termination date of June 30, 2025.
19. Tenant Mani Gulati (MG) testified that on July 1, 2025, Landlord Sachy Baboolal (SB) rang the doorbell at 12:00 or 12:30 a.m., came into the rental unit, and put some of her belongings inside. The Tenants informed her that they needed more time to move out and that they wanted a hearing before the LTB. The Tenants felt anxious and called the police because the Landlords were inside the house, and they were aggressive and loud. The Tenants' child was sleeping. MG testified that the police informed the Landlords that they

needed to get an order from the LTB. At approximately 11:00 a.m., SB returned with a UHaul truck full of her belongings and blocked the door. MG called 911 and the police spoke with the Landlord again.

20. MG testified that the Tenants were very scared, began looking for temporary accommodation, and told the Landlord that they were leaving, even though they had informed SB prior to July 1, 2025 that they intended to stay until the LTB made a ruling. MG testified that they needed to do an “instant move” and incurred moving expenses of \$791.69.
21. During cross-examination, MG testified that after receiving the N12 Notice, they tried to find another rental unit through an agent. When they were still unsuccessful on June 19, 2025, they informed SB that they would not be moving out on June 30, 2025.
22. SB testified that the Landlords thought that the Tenants had abandoned the rental unit. She stated that she thought that maybe the Tenants had left the keys on the counter and that maybe the door was open, so she entered, then after she saw the Tenants, she stopped. She told them she would come back later that morning. SB stated that it was a miscommunication, whereby she didn’t understand that the Tenants weren’t leaving, and they didn’t understand that she was moving in.
23. SB further testified that the Tenants had the N12 Notice and that she didn’t think it was fair that the Tenants had not moved out since she had notified the Tenants in 2023 that she would move back in, then gave them 75 days’ notice. She stated that she was under the impression that they would move out. In her view, the only reason that the Tenants moved out on July 6, 2025 was because of the L2 application that she filed.
24. In cross examination, she stated that on July 1, 2025, she had a UHaul and moved a storage shelf into the rental unit to put things on while she moved in. She did not remember getting an email from the Tenants on June 20 telling her that they were not vacating.
25. A landlord is permitted to enter a rental unit only in accordance with section 26 or 27 of the Act. Under section 26, a landlord may enter without 24 hours’ written notice in case of emergency or if the tenant consents at the time of entry. Under section 27 of the Act, a landlord may enter with 24-hours’ written notice to do repairs, carry out an inspection, and in certain other circumstances.
26. The parties agree that no 24-hour notice was given by the Landlord, and it is not disputed that the Tenants did not permit SB to enter on July 1, 2025. Therefore, I find that the Landlords entered the rental unit illegally.

Substantial interference & Harassment

27. The same facts about the Landlords’ attempts to enter and move into the rental unit on July 1, 2025 apply to the allegation of substantial interference and harassment in the application. MG testified that when the Landlords pressured them to move immediately without an order from the Board, they felt unsafe in the rental unit.

28. After the Tenants requested the compensation for the N12 Notice, the relationship between the Landlords and Tenants had deteriorated. The Landlords served the Tenants with an N5 notice and A2 forms and pressured them by email to move out by June 30, 2025.
29. The Landlords' position was that the entry was a misunderstanding and SB stated that she thought the Tenants had moved out and that they should have moved because of the N12 Notice.
30. A landlord has the right to serve tenants with notices, and I do not find based on the evidence before me, on a balance of probabilities, that this was done with the intent to pressure the Tenants.
31. I find that, on a balance of probabilities, the Landlords' actions on July 1, 2025 were not a misunderstanding as the Landlords claim, but a deliberate attempt to reclaim the rental unit without obtaining an order from the LTB because they felt entitled to do so. Appearing around midnight at the rental unit, physically moving possessions into the unit, then returning the next morning with a UHaul truck despite earlier police involvement was done to intimidate and coerce the Tenants into leaving.
32. Therefore, I find that the Landlords substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household and harassed, obstructed, coerced, threatened or interfered with the Tenants.

Remedies

33. While the Landlords suggested that the Tenants moved pursuant to the N12 Notice, I am satisfied that, on a balance of probabilities, it is more likely than not that the Tenants vacated the rental unit on July 6, 2025 as a result of the Landlords' harassment and illegal entry in to the rental unit on July 1, 2025.
34. I say this because the evidence is that the Tenants informed the Landlords that they did not have new accommodation, were not moving out for June 30, 2025, and that they were waiting for a hearing at the LTB. It is not a reasonable conclusion that five days later they spontaneously changed their minds, particularly since a hearing date was already set for later in July for the Landlords' L2 application.
35. The amendment to the application requested at the July 29, 2025 hearing claimed moving and storage expenses of \$251.10. Although MG testified on January 27, 2026 that the actual expenses were higher, the Landlords were not on notice of this increased amount sought and it would be unfair to grant to award this amount. While it is likely that the actual expenses were higher, I find that \$251.10 is not unreasonable for moving and storage at the last minute. These expenses were incurred as a result of the Landlords' breach of the Act.
36. The Tenants have also requested an order requiring the Landlords to pay an administrative fine.

37. The Board's Interpretation Guideline 16 on Administrative Fines states:

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.

38. The Landlords were ignorant of the law pertaining to residential tenancies and failed to educate themselves. In her closing submissions, SB persisted in her assertions that she did not believe that she entered the unit illegally. She alternately suggested that she wasn't told the Tenants weren't leaving, that she "made it clear we were coming to inspect," and that she "didn't break the door down." She also suggested that it was somehow relevant that she had expenses, and that the Tenants lived in the rental unit for two years when she wanted to move in. SB also clearly continues to believe that there would not have been a problem if the Tenants had just left when she told them to.

39. The Landlords have shown a blatant disregard for the Act by illegally entering the rental unit, attempting to move in on the date of termination on the N12 Notice without an order from the Board, and by harassing and substantially interfering with the Tenants to get them to vacate the unit. Tenants are legally entitled to a hearing when they receive an N12 Notice. One of the explicitly stated purposes of the RTA is to prevent unlawful evictions.

40. The Tenants' remedies as requested and awarded in this order, other than the statutory entitlement to compensation for the N12 Notice, total \$251.10. In order to achieve adequate deterrence in this situation, I believe the Landlords should be ordered to pay an administrative fine to the LTB of \$1,750.00, bringing the total payable closer to \$2,000.00. I believe that only a total cost to the Landlords in this range will deter the Landlords from avoiding the proper eviction process in the future.

41. The following additional remedy is being ordered because the Tenants are statutorily entitled to compensation for the N12 Notice under section 48.1 of the Act: \$3,280.00.

It is ordered that:

1. The total amount the Landlords shall pay the Tenants is \$3,579.10. This amount represents:

- \$251.10 for moving and storage expenses
- \$3,280.00 compensation for the N12 Notice
- \$48.00 for the cost of filing the application.

2. The Landlords shall pay the Tenants the full amount owing by June 5, 2026.

3. If the Landlords do not pay the Tenants the full amount owing by June 5, 2026, the Landlords will owe interest. This will be simple interest calculated from June 6, 2026 at 4.00% annually on the balance outstanding.

4. The Landlords shall also pay to the Landlord and Tenant Board an administrative fine in the amount of \$1,750.00 by June 5, 2026.

May 25, 2026
Date Issued

Margo den Haan
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.