



Order under Section 31 Residential Tenancies Act, 2006

Citation: Lagac v Goraya, 2026 ONLTB 41254

Date: 2026-05-26

File Number: LTB-T-009373-24

In the matter of: Basement Apt, 123 Bayridge Drive
Brampton ON L6P2J2

Between: Michelle Lagac Tenant

And

Ravinder Goraya Landlords
William Goraya

Michelle Lagac (the 'Tenant') applied for an order determining that Ravinder Goraya and William Goraya (the 'Landlords'):

- 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 April 21, 2026 at 1:33 p.m.

The Tenant Michelle Legac and the Landlord William Goraya attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order.

Preliminary Issue:

Whether the Tenancy was Terminated

1. The Tenant's position is that the tenancy remained ongoing, and that she was effectively excluded from the unit without lawful authority.

2. The Tenant testified that on November 6, 2023, she suffered a medical emergency and was transported to hospital by ambulance and that following this incident she was not permitted to re-enter the rental unit.
3. The Tenant further testified that she never provided notice terminating the tenancy, never surrendered possession of the unit, and never returned the keys to the Landlord.
4. The Landlord testified that he believed the tenancy had been terminated following communications with the Tenant's son. The Landlord relied primarily on a text message dated November 17, 2023, in which the Tenant's son stated that the Tenant would be staying with him while recovering.
5. The Landlord further testified that the Tenant's belongings were collected by the Tenant's son on November 23, 2023 and November 27, 2023 and as a result he believed the Tenant had vacated the unit. The Landlord acknowledged that no formal notice of termination was provided because he understood the tenancy had ended by agreement or abandonment and that his conclusion was supported by the fact the Tenant also failed to pay the lawful monthly rent during this period.

Analysis

6. On the evidence before me, I find that the tenancy was not lawfully terminated in November 2023.
7. A tenancy may only be terminated in accordance with the *Residential Tenancies Act, 2006* (the "Act") or by mutual agreement clearly demonstrating surrender of possession.
8. The text message from the Tenant's son does not constitute a notice of termination or a surrender of the tenancy. Instead, I find it is consistent with a temporary arrangement during the Tenant's recovery and does not clearly or unequivocally communicate an intention to permanently end the tenancy. In addition, there is no evidence of a written agreement to terminate the tenancy, no N11 Notice of Termination, and no other formal notice of termination. Further, the Tenant did not return the keys, did not expressly surrender possession, and there is no evidence that the Tenant was provided with or agreed to a termination date. Non-payment of rent, while relevant to the broader factual context, does not in itself terminate a tenancy.
9. Accordingly, I find the Tenant did not provide a Notice to terminate the tenancy under the meaning of section 44 of *the Act*; as such, the tenancy remained in effect during the relevant period.

Determinations:

10. The Tenant's T2 Application was filed on November 1, 2024, amended June 6, 2025. The Tenant alleges the Landlord illegally entered and changed the locks while the Tenant had temporarily vacated the rental unit recovering from a medical condition and substantially interfered and harassed the Tenant throughout this process.

11. The Tenant seeks a rent abatement of \$1,600.00, seeks compensation in the amount of \$6,124.00 for the cost to repair the Tenant's property, further seeks \$1,000.00 in compensation for moving and storage expenses, up to \$10,000.00 for other damages related to the alleged harassment and that the Landlord pay a fine to the Board.
12. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$553.00 by June 6, 2026.

Tenant's evidence

13. The Tenant testified that prior to November 7, 2023, the Landlord repeatedly suggested that the Tenant move out of the rental unit alleging the Landlord's sister required the unit for residential occupation and renovations were required.
14. The Tenant testified that on November 4, 2023, the Landlord contacted her and advised that she needed to move out of the rental unit. The Tenant stated that she refused, advising the Landlord that she had nowhere else to go.
15. It is undisputed that on November 7, 2023, the Tenant suffered a medical emergency, fainted, and was transported to hospital by ambulance. The Tenant submitted that a contributing factor to her medical incident was the stress and anxiety attributable to the Landlord's actions of requesting the Tenant move out of the rental unit.
16. The Tenant testified that while hospitalized she did not have access to her phone and following this incident she believed she was no longer permitted to return to the rental unit. The Tenant relied in part on a November 7, 2023 text message from the Landlord concerning renovations to the property.
17. The Tenant testified that her belongings were subsequently gathered from the rental unit by family members with some belongings retrieved on November 23, 2023, and additional belongings retrieved by her son on November 28, 2023. The Tenant alleged that some belongings were placed outside or in garbage bags and that other possessions were missing or disposed of by the Landlord. The Tenant also alleged that she was denied entry to the rental unit on December 24, 2023, and was told by the Landlord that she could not return because renovations were underway.
18. The Tenant testified she temporarily resided with her son after the incident, and this temporary stay was lengthened, as a result of being unable to return to the unit claimed she was effectively homeless. The Tenant also testified that she experienced depression, anxiety, and heart-related medical issues which she attributed to stress arising from the circumstances. However, the Tenant did not produce documentary medical evidence supporting these allegations.
19. With respect to damaged or missing belongings, the Tenant provided a list of items allegedly lost or disposed of, including personal items, electronics, and documents. The Tenant acknowledged that many of the quantities and values provided were estimates and that receipts or supporting documentation were generally unavailable.

20. During cross-examination, the Tenant acknowledged that she did not personally observe certain events relating to the handling of her belongings and instead relied on information provided by family members. The Tenant also acknowledged that some conclusions regarding access to the unit and the location of belongings were based on assumptions or verbal communications rather than direct observation or documentary evidence. The Tenant further acknowledged that the locks were never physically changed by the Landlord.

Landlord's evidence

21. The Landlord denied harassing the Tenant or intentionally attempting to force her from the rental unit. The Landlord testified that he believed he was working cooperatively with the Tenant regarding her housing situation and acknowledged that while he may not have strictly followed the requirements of *the Act*, he did not act maliciously.
22. The Landlord testified that there had been discussions prior to November 2023 regarding the Tenant potentially voluntarily vacating the rental unit. He stated that during a verbal discussion on or about October 30, 2023, the Tenant advised that she also might remain in the unit until December 2023.
23. The Landlord testified that after the Tenant's hospitalization he communicated with the Tenant and her family regarding her wellbeing and the retrieval of belongings. The Landlord relied on text message communications exchanged in November 2023, including messages expressing concern regarding the Tenant's medical condition and arrangements for the Tenant to stay with family members while recovering.
24. The Landlord denied ever advising the Tenant that she was prohibited from entering the rental unit. He further denied changing the locks or rendering the unit inaccessible. The Landlord testified that any misunderstanding regarding access arose in part from communication difficulties and language barriers involving his parents who may have also interacted with the Tenant and the Tenant's family.
25. With respect to the Tenant's belongings, the Landlord testified that the Tenant's son and daughter were permitted to attend the property and retrieve items from the unit. The Landlord denied improperly disposing of the Tenant's possessions and denied placing belongings outside in unsafe or unsanitary conditions. The Landlord testified that family members were advised to conduct a final review of the belongings before items were discarded and that they indicated they were satisfied with what had been retrieved.
26. The Landlord further testified that renovations to the unit did not begin immediately following the Tenant's hospitalization. He stated that inspections occurred in mid-December 2023 and that cleaning and preparatory work occurred after the Tenant's family members had attended to retrieve belongings from the unit – which again, the Landlord interpreted as the Tenant voluntarily vacating the unit.
27. During cross-examination, the Landlord acknowledged that no formal notice of termination was provided to the Tenant and that he proceeded on the understanding that the Tenant

would not be returning to the unit. The Landlord stated that he was not familiar with the legal requirements surrounding termination of a tenancy and believed the parties had reached an informal understanding regarding the end of the tenancy.

Analysis - Illegal Entry + Substantial Interference

28. Section 22 of *the Act* provides that a landlord shall not substantially interfere with the reasonable enjoyment of the rental unit for all usual purposes by a tenant.
29. Sections 26 and 27 of *the Act* set out the circumstances under which a Landlord may enter a rental unit.
30. Section 26 sets out those situations where a landlord is permitted to enter without notice: in emergencies; where the tenant consents at the time of entry; where the tenancy agreement requires the landlord to enter at regular intervals in order to clean; and to show the unit to prospective tenants.
31. Section 27 of *the Act* covers entries that are permitted with written notice and sets out the minimum requirements for entry notices. Section 27 requires an entry notice to specify the date and time for entry as well as the purpose for it.
32. The Landlord admitted entering the rental unit following the Tenant's hospitalization. The Landlord stated that the purpose of entry included addressing spoiled food and observing the condition of the unit. There is no evidence that entry was made pursuant to proper notice under Sections 26 or 27 of *the Act*, and I do not accept that removing spoiled food from a refrigerator rises to the level of an emergency.
33. However, the evidence also indicates that the Tenant was absent from the unit due to an extended hospitalization and recovery and did not challenge or object to entry at the time. There is no evidence of repeated or coercive entries.
34. While I find that the Landlord's entry was not authorized under *the Act*, I also find that the entry occurred in a context where the Landlord reasonably (although incorrectly) believed the tenancy had ended or that the unit was abandoned.
35. Therefore, I find a technical breach of *the Act* in relation to entry, but no egregious or ongoing violation. Remedies will be addressed below.
36. With respect to the ongoing substantial interference, the Tenant alleges that she was effectively prevented from returning to the unit following her hospitalization and that the Landlord's actions interfered with her possessory rights.
37. As set out above, I find that the tenancy was still in effect. The Landlord's conduct in wrongly assuming the tenancy had ended and entering the unit without proper legal process constitutes an interference with the Tenant's rights. However, the evidence also does not establish that the Tenant suffered a meaningful deprivation of use or occupancy of the rental unit as a result of the Landlord's conduct.
38. I strongly apply weight to the Tenant's own evidence which is correspondence between the Tenant's son and the Landlord on November 17, 2023 which states:

“my mom is set to be released this weekend and I will pick her up, she is still in poor health and will be staying with me. As for her stuff I will try to get it all sorted and packed next weekend.”

39. Viewed objectively, the November 17, 2023 correspondence could reasonably have led the Landlord to conclude that the Tenant would not be returning to the rental unit in the foreseeable future. While I do not find that this communication legally terminated the tenancy or constituted a surrender of possession, I accept that it contributed to the Landlord’s mistaken belief that the tenancy had effectively come to an end.
40. Importantly, this evidence before me does not establish that the Tenant communicated any anticipated length of time she anticipated to be staying with her son, or further any anticipated date of return to the rental unit.
41. Accordingly, while I find that there was some interference with the Tenant’s reasonable enjoyment, I find that the impact was limited in scope and duration.
42. A minor breach affecting reasonable enjoyment is established, warranting modest compensation which will be addressed in the remedies section below.
43. With respect to the Tenant’s personal belongings, I accept that the Tenant’s belongings were gathered and placed into bags for retrieval, and further that some confusion existing regarding what items remained in the unit. However, the evidence before me is insufficient to establish on a balance of probabilities that the Landlord intentionally disposed of specific items belonging to the Tenant or caused the losses, as claimed. The Tenant’s evidence regarding the missing belongings consisted largely of estimates and uncorroborated lists of items. No photographs, receipts, inventories, purchase records, or other documentary evidence were produced to establish the existence, condition, ownership or value of any of the items claimed. Further, much of the Tenant’s evidence regarding alleged disposal of belongings arose from statements allegedly made by third parties who did not testify at the hearing.
44. While I find the Landlord’s handing of the Tenant’s belongings forms part of the broader interference with the Tenant’s right, I am not satisfied that the evidence supports a separate compensatory award from damaged, destroyed or missing property.

Analysis - Altered Locks

45. Section 24 of *the Act* states 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.

46. In my view, the intent of the legislation is that a landlord cannot prohibit a tenant from lawful access to their rental unit.
47. The Tenant acknowledged that the locks to the rental unit were never changed. There is also no evidence that the Tenant herself attempted to re-enter the unit and was physically

denied access by the Landlord. In this case, the Tenant's own testimony is that the Tenant's children, after some coordination issues, accessed the unit to retrieve, or attempt to retrieve, physical belongings.

48. The legal test for a lockout requires evidence of actual exclusion from the rental unit, typically through a change of locks or a refusal of entry when access is attempted.
49. Because the Landlord's liability under *the Act* requires either direct action (changing the locks himself) or knowledge, authorization or some constructive responsibility; absent of such credible evidence the Tenant's claim cannot succeed. Accordingly, this portion of the Tenant's application is dismissed.

Analysis – Harassment

50. Section 23 of the *Residential Tenancies Act, 2006* (Act) states that a landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.
51. Harassment under *the Act* requires conduct that is repeated, vexatious, or intended to interfere with a tenant's rights or force them from the premises.
52. The Tenant's main harassment claim is based on the Landlord's conduct leading up to the medical incident on November 7, 2023; here the Tenant led insufficient evidence to support the allegations that the Landlord's conduct prior to the Tenant's medical incident on November 7, 2023, specifically with respect to his requests for the Tenant to move from the unit, rises to the level of harassment.
53. The onus is on the Tenant to prove their case on a balance of probabilities and here the Tenant's description of events, and lack of documentary evidence, do not in my view prove the Landlord engaged in harassing behaviour. While the Tenant may have been dissatisfied with the Landlord's requests to move out of the rental unit, this alone does not amount to harassment within the meaning of Section 23 of *the Act*. In particular, there is no evidence before me that the Tenant ever requested the Landlord to cease the alleged behaviour. Further, although the Tenant alleged that the Landlord's conduct contributed to stress/anxiety-related medical issues leading to her hospitalization, no medical documentation or other corroborating evidence was provided to support a causal connection between the Landlord's alleged conduct and the alleged medical impacts. As such I place no weight on these submissions.
54. The Landlord's conduct following the medical incident on November 7, 2023 arose from an erroneous belief that the tenancy had ended and was not accompanied by threats, intimidation, or repeated coercive behaviour. The actions appear isolated and situational rather than part of a pattern of harassment. The text message correspondence entered into evidence shows communication between the Landlord and the Tenant, as well as the Landlord and the Tenant's son; these communications themselves are not overly repetitive and relate to legitimate landlord-tenant matters, namely an alleged denial of entry and collection of belongings. The Landlord also enquires about the health of the Tenant.
55. Accordingly, the Tenant's claim for harassment is dismissed.

Remedies

56. As the Tenant successfully proved a portion of their T2 application related to the illegal entry and related substantial interference claim, I will now turn to addressing remedies sought for these claims.

Remedies for Illegal Entry + Substantial Interference

57. The illegal entry of a rental unit is a breach of a tenant's privacy and enjoyment of their home.
58. The Tenant requested a rent abatement for the illegal entry. In *Wrona v. Toronto Community Housing Corporation* (January 24, 2007) Toronto Docket No. 374/06, [2007] O.J. No. 423 (Div.Ct.) the Divisional Court recognized that monetary remedies may be awarded in response to an unlawful entry, although the remedy analysis will depend on the circumstances of each case. In *Wrona* however, there had been at least one previous application brought to the Tribunal by the tenant about the same issue. In other words, there was a history of dispute between the parties about what constituted a legal entry. Here there was no prior application between the parties so there was no such history.
59. Abatement of rent is a common remedy in cases where a Tenant continues to pay rent and experiences a loss of enjoyment of the rental unit; it is a contractual remedy based on the principle that if the tenant is paying 100% of the rent, then the tenant should be getting 100% of the services; and should a tenant receive any reduction in services, then a tenant should be entitled to abatement equal to the difference in value. In this case, zero rent was paid, and accordingly rent abatement is not a meaningful or appropriate remedial framework.
60. The difficulty that arises in the context of a breach of privacy rights under *the Act* is that abatement of the rent does not always adequately capture the nature of the harm in the circumstances where no rent is paid. The appropriate remedy in such circumstances is an award of monetary compensation in the nature of damages for a breach of statutory rights, pursuant to section 31(1)(f) of *the Act*.
61. As recognized by the Divisional Court in *Mejia v. Cargini*, [2007] O.J. No. 437, the Board's authority under section 31(1)(f) permits it to make "any other order that it considers appropriate" including an award for damages for the breach of the tenancy agreement. In short, this allows the Board to compensate for interference with statutory rights such as privacy and lawful entry, even when traditional rent-based remedies such as a rent abatement, are not suitable.
62. In this case, I find that at least one unlawful entry occurred when the Landlord entered the Tenant's unit following the Tenant's hospitalization not in compliance with sections 26 or 27 of *the Act*. I also find the subsequent entry to the unit in December 2023 occurred on the mistaken belief that the tenancy had ended, and without proper legal authority. I have also considered that the Tenant, nor the Landlord, provided specific dates and times of the entries, so there is no evidence to substantiate the total number of illegal entries, even though based on the evidence provided, at least one illegal entry occurred.

63. I also accept that the Landlord proceeded on an incorrect assumption that the tenancy had ended following the Tenant's hospitalization and subsequent communications with the Tenant's family. While I found the tenancy was not lawfully terminated at that time in accordance with *the Act*, the evidence also establishes that the circumstances created ambiguity regarding occupancy and contributed to the belief that the Landlord was entitled to access the unit.
64. To reiterate, the Tenant ceased occupying the unit, removed belongings through family members, stopped paying rent, and never subsequently attempted to resume occupancy or clarify an intention to return to the unit. These circumstances are relevant to the assessment of remedy. While the Landlord's conduct constituted a breach of *the Act*, the evidence does not establish that the Tenant was forcibly or actively excluded from a unit she was seeking to occupy, nor does it demonstrate an ongoing deprivation of occupancy over an extended period. The interference is therefore properly characterized as being limited in scope and duration.
65. Given that neither party seeks restoration of the tenancy and the tenancy relationship has long since ended in practice, it is also unnecessary for me to determine the precise legal date upon which the tenancy ultimately terminated.
66. A finding of a breach does not automatically result in a monetary award. The Tenant bears the additional burden of establishing compensable loss flowing from that breach. Here, as explained above, an abatement is not appropriate; however, I choose to exercise my discretion under section 31(1)(f) of *the Act* to award damages as I find the Tenant's statutory rights have been breached on a limited basis.
67. In this case, having regard for the nature, seriousness and impact of the breach, I find that the evidence does not establish that the Tenant suffered measurable loss of occupancy, significant deprivation of use, or proven consequential damages that are attributable to the Landlord's conduct. Further, as stated above, the Tenant did not establish any compensable loss in relation to personal property, as the evidence was uncorroborated and speculative in nature.
68. Accordingly, taking into account the limited nature of the breach, the contextual uncertainty surrounding occupancy at the time and the measured duration of the interference, I find that monetary compensation in the nature of damages in the amount of \$500.00 is appropriate for the Landlord's breaches of *the Act* between November 8, 2023 and December 31, 2023.

Administrative Fine

69. The Tenant sought an order for the Landlord to pay a fine. I am not satisfied that it is appropriate to order the Landlord to pay a fine to the Board in this application. An administrative fine is a remedy to be used by the Board to encourage compliance with *the Act* and 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. In my view the remedies awarded in this order will sufficiently encourage the Landlord to comply with *the Act*.

Compensation for Moving and Storage Expenses

70. The Tenant also sought compensation for moving and storage expenses. The Tenant led insufficient evidence to show how the illegal entries or behaviour of the Landlord resulted in the Tenant incurring moving and storage expenses including no receipts of documentary evidence was submitted. The Tenant's own testimony was that she did not hire movers, nor did the Tenant incur any storage expenses until March 2025, which I find is not contemporaneous with the events contained in this application. Therefore, this portion of the claim is dismissed.
71. Since the Tenant was successful in the T2 Application, the Landlord is required to pay the application filing fee.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$553.00. This amount represents:
 - \$500.00 in damages for the illegal entry breach and related substantial interference claim
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 6, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 6, 2026, the Landlord will owe interest. This will be simple interest calculated from June 7, 2026 at 4.00% annually on the balance outstanding.

May 26, 2026
Date Issued

Greg Witt
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.