



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-015273-25

In the matter of: 16, 50 FAITH ST
CAMBRIDGE ON N1T0G1

Between: Kaoru Aoki-Barnett Tenant

And

TimBri Property Management Landlord

Kaoru Aoki-Barnett (the 'Tenant') applied for an order determining that TimBri Property Management (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

This application was heard by videoconference on April 23, 2026.

Only the Tenant attended the hearing.

As of 2:40pm, the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$257.05.
2. The Tenant testified that on January 20, 2025, she returned home and attempted to enter her rental unit. She inserted her key, but her door would not open. She testified that it was minus 18 degrees Celsius at the time, so she believed that the lock was frozen.
3. She testified that there is a sign posted within the complex which provides an emergency contact number for the Landlord which she called, however no one answered. She called this number twice and then called the Landlord's office but received no response to any of her calls.
4. She next called a locksmith who attended 20-30 minutes later. He attempted to open the unit door and was unable to do so, accordingly he "puffed" the door to open it. After doing

so he determined that the lock was not properly aligned. He subsequently aligned and replaced the locking mechanism to allow it to function properly.

5. The Tenant testified that she received a receipt for \$209.05 from the locksmith which she provided to the Landlord and requested reimbursement on January 20, 2025. However, the Landlord indicated that the lockout was her fault and refused to reimburse her unless she could demonstrate that it was due to a mechanical failure or malfunction.
6. The Tenant subsequently requested from the locksmith a more detailed receipt with a description of the service on the invoice, she received this and forwarded it to the Landlord on January 22, 2025. However, the Landlord still refused to pay and insist that the Tenant was at fault.

Analysis

7. I am satisfied that the Landlord substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant.
8. While the Tenant's concern revolves primarily around a maintenance issue, it is possible for such an issue to constitute both a failure of maintenance obligations and substantial interference with reasonable enjoyment and I am satisfied that this is the case here.
9. I am satisfied that the Tenant's lock suffered a mechanical failure based on the invoice provided by the locksmith, and that the Tenant made two attempts to contact the Landlord at an emergency number posted for this very purpose and was unsuccessful. This left the Tenant stranded outside in freezing weather. I am satisfied that this constitutes interference with reasonable enjoyment as the Tenant was unable to access her unit and the Landlord was unresponsive to the Tenant's emergency.
10. Additionally, I am satisfied that the Landlord's shifting response to the Tenant's request for reimbursement also constitutes substantial interference with her reasonable enjoyment as the Landlord had first indicated they would be prepared to pay if the Tenant provided a detailed receipt only to renege on that assertion once a detailed invoice was provided.
11. Therefore, I find that the Landlord substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

Remedies

12. I am satisfied that it was reasonable for the Tenant to contact a locksmith so that she could escape the cold and enter her unit, and accept the receipt provided by the Tenant. Therefore, I am satisfied that the Tenant has out-of-pocket expenses in the amount of \$209.05 because of the Landlord's actions. The Landlord must pay the Tenant this amount.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$257.05. This amount represents:
 - \$209.05 for the reasonable out-of-pocket expenses the Tenant has incurred

- \$48.00 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.
 4. If the Landlord does not pay the Tenant the full amount owing by June 7, 2026, the Tenant may recover this amount by deducting \$257.05 from the rent each month from July 2026
 5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 26, 2026
Date Issued

Reid Jackson
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.