



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-102590-24

In the matter of: 510, 50 LAURIER AVENUE EAST
Ottawa ON K1N1H7

Between: Randall Mar Tenant

And

Homestead Land Holdings Ltd. Landlord

Randall Mar and Perley-Robertson, Hill & McDougall LLP (the 'Tenant') applied for an order determining that Homestead Land Holdings Ltd. (the 'Landlord'):

- 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.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on April 14, 2026.

The Landlord's representative, Lana Mai, and Landlord's witness, Varun Ravi, and the Tenant and the Tenant's agent, Alanna Mar, attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay \$1,263.00 on or before June 16, 2026.
2. By way of the background, the Tenant rented the unit on behalf of his daughter who occupied the rental unit. The Tenant's daughter is Alanna Mar.
3. In the application, the Tenant claims that the Landlord failed to maintain the rental unit a habitable state since October 24, 2024, and this substantially interfered with their reasonable enjoyment of the residential complex. The Tenant also claims that the Landlord entered the unit illegally and withheld or interfered with their vital services.
4. The parties do not dispute that the Tenancy lawfully terminated on October 31, 2024. However, the Landlord's witness Varun Ravi('VR') testified that they took vacant

possession of the unit on October 24, 2024, and began the process of turning over the unit.

5. The Tenant disputes that tenancy was lawfully terminated as of October 24, 2024.
6. Section 37(2) of the *Residential Tenancies Act*, 2006 ('Act') states that if a notice of termination is given in accordance with this Act and the Tenant vacates the rental unit in accordance with the notice, the tenancy is terminated on the termination date set out in the notice.
7. The Tenant RM testified that they provided the N9 notice to the Landlord to terminate the tenancy as of October 31, 2024. The Tenant testified that the Landlord accepted the N9 Notice. Therefore, in accordance with section 37(2) of the Act, I find that the tenancy ended October 31, 2024.
8. The Tenant's agent AM testified that she attended the rental unit on October 24, 2024, and observed that the unit was destroyed. She also testified that all her belongings were removed from the unit and the vital services in the unit were no longer functioning. she testified that she left behind cleaning supplies, clothing items such as a wool coat, books, radio, packing material, bag pack and water bottle. She also left a sleeping bag in the event; she needed to stay over to sleep in between moving her items.
9. The Tenant RM testified that on December 6, 2024, that the Landlord returned their prorated rent that they paid in the amount of \$771.99 for October 22 to 31, 2024 and interest owing the last month rent deposit held by the Landlord.
10. The Landlord's witness VR who is a property manager testified that as of October 22, 2024, they entered the rental unit for inspection to commence turning over the unit. he does not dispute that they improperly commenced turn over prior to the termination date of October 31, 2024. VR testified that they noticed the Tenant's agent AM was moving out. However, VR maintains that the unit was empty, and there were no belongings left in the unit. The Landlord submitted in photos take on October 22, 2024. During cross examination, VR did confirm that that there was bin holding a backpack in the bin and there was bottle in the unit. VR also confirmed that the building manager who conducted the inspection did not check the bedroom closest to confirm whether there were belongings left behind.
11. He also testified that on October 15, 2024, they provided 24-hour notice to enter the unit on October 21, 2024; for the purpose of installing a water meter but subsequent notice of entries was not served to the tenant. He also submits that there were electricity and water in the unit but there was no heat in the unit.
12. In this case, I find that the Landlord acknowledges entering the rental unit a week before the Tenancy lawfully terminated and they began to do work in the unit which may have required them to turn off vital services such water to conduct plumbing repairs and he testified there was no heat in the unit for the 10 – day period from October 22, 2024 to October 31, 2024.

13. The issues raised in the application relate to an incident that occurred after October 23, 2024. Therefore, I am satisfied that the Landlord illegally entered the unit and substantially interfered with the Tenant's reasonable enjoyment of the unit and the Landlord interfered with their vital services.

Remedies

14. The Tenant claims that the Landlord improperly disposed of the following property when they unlawfully entered the rental unit during the tenancy:
- Red Tivoli Radio valued at \$300.00
 - Brown Aritzia Wool Coat valued at \$400.00.
 - Grey Herschel Backpack valued at \$60.00.
 - White S'well water bottle valued at \$50.00.
 - Chrome Globe electric lamp valued at \$140.00.
 - Navy blue sleeping bag valued at \$100.00.
 - Personal mementos valued at \$150.00.
15. I am satisfied that the Tenant has proven on a balance probability that the Landlord disposed of the above items when they unlawfully entered the rental unit. I say this because, VR confirmed the presence of some of these items in the pictures submitted from the unit inspection in late October 2024, and for the remaining items it was clear the Landlord's agent did not inspect the unit and was not able to confirm or deny whether those items were in the closet. On the other hand, the Tenant's evidence regarding these items was clear and consistent. The Tenant says the items were all purchased during their tenancy. They provided pictures of the items and in addition, the Tenant provided evidence regarding the replacement value of the items that they lost.
16. The Tenant did not have receipts for any of their items, but they provided enough details regarding the replacement value of their property.
17. As such, the Landlord shall pay to the Tenant \$1,200.00 for the cost of replacing the Tenant's property including the radio, Aritzia wool coat, backpack, water bottle, electrical lamp, sleeping bag and personal mementos that were improperly disposed of by the Landlord.
18. The Tenant also requested \$30.00 for out-of-pocket expenses to compensate them for the Hydro bill that they paid for the month of October 2024 when the Hydro was cut off. The Landlord argues that only a partial amount should be refunded because the Tenant was able to use the Hydro in the unit until October 22, 2024. I find that the Tenant was able to use the unit until October 22, 2024, as such I find that the Tenant is only entitled to \$15.00 for out-of-pocket expenses.

19. The Tenant also sought legal fees in the amount of \$700.00. The Tenant would like to be re-imbursed for seeking legal counsel. This request is denied. Legal fees are a type of Costs. The LTB's Interpretation Guideline 3 regarding costs provides: While the Board may order a party to pay the costs of another party, costs to a successful party for the preparation/representation fees paid to a legal representative are generally only awarded in cases of unreasonable conduct.
20. Examples of unreasonable conduct listed in Interpretation Guideline 3 do include initiating an application or any procedure in bad faith or bringing a frivolous or vexatious application or motion. Although the Guidelines are not binding on me, I do find them persuasive and do not see any reason to depart from the Guideline in this matter.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,263.00. This amount represents:
 - \$1,200.00 for the reasonable costs that the Tenant has incurred to replace property that was disposed of as a result of the Landlord's actions.
 - \$15.00 for the estimated 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 16, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 16, 2026, the Landlord will owe interest. This will be simple interest calculated from June 17, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 5, 2026
Date Issued

Vinuri Sivalingam
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.