



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-046856-25

In the matter of: 50 JERSEYVILLE WAY
WHITBY ON L1N0L7

Between: Jennifer Toth Tenant

And

Aneika Small Landlord

Jennifer Toth (the 'Tenant') applied for an order determining that Aneika Small (the 'Landlord'):

- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- 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.

An adjudicative case conference was heard by videoconference on January 19, 2026.

Only the Tenant attended the hearing.

As of 12:45pm, 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 and was heard uncontested.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. At the start of the case conference, the Tenant confirmed that she was ready to proceed uncontested. After giving evidence about the merits of the application, the Tenant advised that she wanted to upload additional evidence about remedies. I explained that evidence should have been filed and served before the hearing. At approximately 1:01 p.m., the Tenant left the videoconference. I waited until 2:00 p.m. and the Tenant did not return. I have decided the application based on the evidence filed and the evidence given before the Tenant left the hearing.

3. The Tenant alleged that the Landlord and an unidentified man called and screamed at her and her family, threatened her family, and yelled at her children during the move-out process.
4. The Tenant's application states that she moved out of the rental unit on May 27, 2025. The Tenant's evidence was that the Sheriff enforced the eviction order on May 27, 2025. The Tenant's evidence about the alleged harassment focused on events that occurred after that date, including June 2, 2025, when she attended at the rental unit to retrieve belongings.
5. I am not satisfied that the Tenant proved that the Landlord harassed, obstructed, coerced, threatened or interfered with the Tenant. The Tenant's evidence about the relevant dates was inconsistent. The Tenant changed the date of the alleged events several times, and her evidence did not provide a reliable basis to determine what was said, who said it, or when the alleged conduct occurred. Further, the evidence focused on events after the Sheriff had enforced the eviction order and after the Tenant had vacated the rental unit. Therefore, I find that the Tenant did not prove that the Landlord harassed, obstructed, coerced, threatened or interfered with the Tenant.
6. Subsection 41(2) of the Act requires a landlord to make an evicted tenant's property available for retrieval during the 72-hour period after the enforcement of the eviction order.
7. The Sheriff enforced the eviction order on May 27, 2025. The Tenant's evidence about being denied access focused mainly on May 31, 2025, June 2, 2025, and June 4, 2025. Those dates were after the 72-hour statutory retrieval period.
8. The text message evidence filed with the application also does not prove that the Landlord failed to provide the 72-hour retrieval period. The message advised the Tenant that she had 72 hours from the time of the eviction to remove her personal belongings, that access would be available daily between 8:00 a.m. and 8:00 p.m. during that period, and that the belongings would not be considered abandoned or disposed of until June 4, 2025. The Tenant also testified that she attended at the rental unit on June 2, 2025 and was given 4.5 hours to pack. While the Tenant may have been dissatisfied with the arrangements after the 72-hour period, I am not satisfied that she proved the Landlord failed to make her property available during the 72-hour period required by the Act.
9. I also find that the Tenant's evidence about this allegation was inconsistent. The Tenant changed the relevant date several times and did not provide reliable evidence that access was refused during the statutory 72-hour period. Therefore, I find that the Tenant did not prove that the Landlord failed to give the Tenant 72 hours to remove her property from the rental unit or from some place close to the rental unit after the Sheriff evicted the Tenant.
10. Because the Tenant did not prove the allegations in the application on a balance of probabilities, no remedies are ordered. In any event, the Tenant did not provide reliable evidence identifying what property, if any, remained in the Landlord's possession or control. Therefore, even if the Tenant had proven a breach of the Act, I would not have ordered the Landlord to return unspecified property.

It is ordered that:

1. The application is dismissed.

June 12, 2026

Date Issued

Colin Elsby

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.