



Order under Section 31 Residential Tenancies Act, 2006

Citation: Zhang v Longwater Development Inc., 2026 ONLTB 47011

Date: 2026-06-15

File Number: LTB-T-041934-26

In the matter of: 88 HARVEY BUNKER CRES
MARKHAM ON L6C3K4

Between: Yin Zhang Tenant

And

Longwater Development Inc. Landlord

Yin Zhang (the 'Tenant') applied for an order determining that Longwater Development Inc. (the 'Landlord') and Guanghong Li:

- 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.
- 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.

This application was heard by videoconference on June 12, 2026. Only the Tenant and Guanghong Li ('GL') attended the hearing. GL initially attended the hearing as one of the respondents but participated as a witness for the Tenant as explained below. The Tenant was represented by David Ciobotaru. As of 9:34 am 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.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must either:
 1. return the Tenant's belongings to her, pay \$4,000.00 in general damages and pay an administrative fine, or
 2. pay the Tenant \$50,000.00.

2. The application named the Landlord and GL as the respondents. At the hearing the Tenant requested to amend the application removing GL as a respondent. The Tenant is satisfied that GL was not involved in the lockout and has done his best to assist the Tenant. GL consented to the amendment request, and the Landlord was not present at the hearing to take a position. I find it appropriate to amend the application as requested.
3. Based on the uncontroverted evidence of the Tenant and GL, I find that the Tenant established that it is more likely than not that the Landlord (GL's lender) locked the Tenant out without providing a replacement key on or about December 16, 2025. At the time, the rental unit was the Tenant's residence. She had all of her personal and business belongings at the rental unit and was renting out some parts of the house some of the time.
4. I therefore find that the Landlord breached section 24 of the Residential Tenancies Act, 2006 (the 'Act'): "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."
5. The Tenant also established that it is more likely than not that she had more than \$50,000 worth of belongings at the rental unit when the locks were changed. Based on the Tenant's uncontroverted evidence I find that the Tenant's belongings consist of personal items captured by her photos (document 8098282) and her valuable personal and business items that were stored in the basement. The Tenant's evidence was that she had dozens of boxes and a lot of expensive furniture she uses for staging. Her evidence was that her belongings were worth close to \$200,000. This evidence was uncontroverted.
6. She has attempted to reach out to the Landlord both before and after the interim order was issued by the LTB requiring the Landlord to give her access to her belongings, but received no reply. GL also attempted to assist but was only able to communicate with the Landlord's lawyer and was ultimately unsuccessful.

Remedies

7. The Tenant withdrew request for most of her remedies. I find it appropriate to grant the remedies she requested at the hearing
8. The Landlord must return the Tenant's belongings that are in the Landlord's possession on or before June 24, 2026.
9. If the Landlord fails to do so, then the Landlord shall pay the Tenant \$50,000 representing the reasonable cost that the Tenant will incur to replace property that was damaged, destroyed or disposed of by the Landlord in the process of the lockout. The amount is reduced to match the Board's monetary limit of \$50,000. The Tenant is aware of the monetary limit and consented to the amount sought being reduced to \$50,000.
10. The Tenant sought an administrative fine in the amount to be determined by the LTB.
11. Section 207(1) of the Act establishes that the Board has authority to award payment to any given person, of up to \$50,000.00. This amount is independent of any award to the Tenant: The Board may, where it otherwise has the jurisdiction, order the payment to any

given person of an amount of money up to the greater of \$10,000 and the monetary jurisdiction of the Small Claims Court.

12. Section 31(1)(d) of the Act provide that a Tenant may request that the Landlord pay a fine of up to \$50,000.00 the current jurisdiction of the Small Claims Court.
13. While it is not binding upon me, the Board's Guideline 16 outlines relevant considerations in determining the appropriateness of an administrative fine: 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. Administrative fines and rent abatements serve different purposes. Unlike a fine, a rent abatement is intended to compensate a tenant for a contravention of a tenant's rights or a breach of the landlord's obligations.
14. I should therefore consider the nature and severity of the breach, the effect of the breach on the Tenant, and any other relevant factors, such the conduct of the Landlord. Detering misconduct and encouraging compliance is an over-riding factor.
15. I find that the Landlord must pay an administrative fine to the LTB in the amount of \$5,000.00 but only if the Landlord returns the Tenant's belongings to her.
16. The Tenant was seriously impacted by the Landlord's actions.
17. The Landlord chose to ignore requirements of the Act and simply changed the locks. The Landlord did not attend the hearing to explain their actions. If the Landlord returns the Tenant's belongings, then there will be very little in this order to deter other Landlord's from behaving in a similar fashion. If the Landlord does not return the belongings, they will have to pay the Tenant \$50,000 which should act as a sufficiently strong deterrent in my view and no fine will be necessary.
18. The Tenant requested general damages in the amount of \$20,000.00 for the serious impact this eviction has on her mental, physical and emotional well-being.
19. The Divisional Court in *Mejia v. Cargini*, 2007 CanLII 2801 (ON SCDC), affirms that the Board may award damages under the "any other order" remedy clauses in the Act. This is compensatory damages following the principle of attempting to put the Tenant in the same position they would have been in had there been no breaches of the Tenancy. The Divisional Court awarded \$4,000.00 general damages for interference with reasonable enjoyment.
20. The Board has previously found in cases of harassment and illegal lockouts that an amount for the illegal lockout is appropriate under general damages. See for example HOT-02167-17 (Re), 2019 CanLII 86881 (ON LTB), the LTB reasoned that:...it seems to me that the quantum of general damages normally awarded to compensate a tenant for an illegal lockout is \$2,500.00. That sum takes into account the inherent indignity of having one's home taken away; the time, effort, frustration, and stress of having to arrange food

and accommodations while also seeking legal assistance; and the inconvenience and displacement of being without a home.

21. Some recent cases award higher damages.

22. I find the amount of \$4,000 to be appropriate in the circumstances if the Landlord returns the Tenant's belongings to her. The Tenant testified about the serious impact the Landlord's actions had on her. This evidence was uncontroverted. I find it appropriate to award an amount consistent with the "usual" award for "inconvenience and displacement" inherent in an illegal lockout case but adjusted for inflation since 2019.

It is ordered that:

1. The Landlord shall return to the Tenant all property that is in the possession or control of the Landlord by June 29, 2026.
2. The Tenant shall write to the LTB on or before June 30th, 2026 advising the Board whether the Landlord complied with paragraph 1 of this order.
3. If the Landlord complies with paragraph 1 of this order, then the Landlord shall:
 - Pay the Tenant \$4,000.00 on or before June 30, 2026.
 - Pay to the Landlord and Tenant Board an administrative fine in the amount of \$5,000.00 by June 30, 2026.
4. If the Landlord fails to comply with paragraph 1 of this order, then the Landlord shall pay the Tenant \$50,000.00 on or before June 30, 2026.
5. If the Landlord does not pay the Tenant the full amount owing by June 30, 2026, the Landlord will owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
6. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 15, 2026
Date Issued

Vladimir Nikitin
Member, Landlord and Tenant Board

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