



Amended Order
Order under Section 135
Residential Tenancies Act, 2006
And section 21.1 of the **Statutory Powers Procedure Act**

Citation: Smith v Novi Properties, 2026 ONLTB 16898

Date: 2026-02-23

File Number: LTB-T-031312-23, LTB-T-080906-23-AM

In the matter of: 514, 100 Gamble Ave.
Toronto ON M4K2H2

Between: Matthew Smith Tenant
Stavroula Kolimbiris

And

Novi Properties Landlord

Matthew Smith and Stavroula Kolimbiris (the 'Tenant') applied for an order determining that Novi Properties (the 'Landlord'):

- collected or retained money illegally.
- 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 February 17, 2026.

The Landlord's Legal Representative David Ciobotaru, the Landlord's Agent Daniel Ezer, the Tenant's Agent Nadine Perry, and the Tenant Matthew Smith attended the hearing.

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

This amended order is issued to correct clerical errors in the order issued on February 23, 2026.

Determinations:

The Tenant's T2 application

1. As explained below, the Tenant did not prove the allegations contained in the T2 application on a balance of probabilities. Therefore, the T2 application is dismissed.
2. As a preliminary issue, I found that the portions of the T2 application alleging substantial interference and harassment are defective as they contain no reasonable particulars of specific incidents or conduct. Those portions of the application are therefore dismissed without the need for further analysis.
3. The remaining allegation under the T2 application is that the Landlord failed to provide the Tenant with 72 hours to retrieve their belongings following the Sheriff's eviction on October 13, 2023.
4. The evidence establishes that the Sheriff enforced the eviction on October 13, 2023, at approximately 10:00 a.m. The Tenant contacted the Landlord later that same day and was provided access to the unit. The Tenant acknowledged that they were provided access again on October 15, 2023, and remained in the unit for approximately 11 hours, until after 1:00 a.m.
5. While the Tenant alleged they were limited to insufficient access time, the Tenant did not provide any documentary or corroborating evidence to support the assertion that access was restricted to less than 72 hours overall. In particular, the Tenant referenced a recording but did not disclose or produce it at the hearing. The Tenant also did not provide any detailed inventory of belongings allegedly left behind.
6. In my view, the Tenant's evidence regarding whether the Landlord provided 72 hours of access to retrieve their belongings was inconsistent and unreliable. Their testimony shifted repeatedly about when they contacted the Landlord, how much time was offered, and the number of opportunities they were permitted to attend.
7. The Tenant initially claimed they were told they would have only four hours on October 13, 2023, but then conceded that the Landlord offered eight hours on October 14 and ultimately allowed them to attend for approximately eleven hours on October 15, remaining in the unit until after 1:00 a.m. Despite stating that the Landlord refused them access on the 15th, they later confirmed they attended for an extended period that day. The Tenant also asserted they were limited to a single attendance but provided no corroborating evidence, and their own answers demonstrated multiple opportunities to retrieve their possessions. These internal contradictions, coupled with the absence of the alleged recording and any list of missing items, undermine the reliability of their account and do not demonstrate that the Landlord failed to provide the required 72-hour access.
8. On the basis of the evidence before the Board, I find on a balance of probabilities that the Tenant was provided with meaningful access to retrieve their belongings over multiple days following the eviction. The Tenant's evidence does not establish that the Landlord denied access in a manner that breached the Act. Accordingly, this portion of the T2 application is dismissed.

The Tenant's T1 application - last month's rent deposit

9. It was undisputed that the Landlord did not use the Tenant's rent deposit to pay for the last rental period of the tenancy and did not return the deposit to the Tenant. This is prohibited by the *Residential Tenancies Act, 2006* (the 'Act'). Section 106 of the Act requires a landlord to apply the rent deposit to the last month of the tenancy. Retaining the deposit in these circumstances is not permitted.
10. The Landlord collected a rent deposit of \$1,402.94 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$51.31 is owing to the Tenant.

It is ordered that:

1. The Tenant's T2 application is dismissed.
2. The total amount the Landlord shall pay the Tenant is \$1,454.25. This amount represents:
 - \$1,402.94 for the last month's rent deposit.
 - \$51.31 for interest on the last month's rent deposit.
 - **\$48.00 for the cost of filing the application.**
3. The Landlord shall pay the Tenant the full amount owing by **March 6 July 5, 2026.**
4. If the Landlord does not pay the Tenant the full amount owing by **March 6 July 5, 2026,** the Landlord will owe interest. This will be simple interest calculated from **March 7 July 6 2026,** at 4.00% annually on the balance outstanding.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 23, 2026

Date Issued

Kyle Anderson

Member, Landlord and Tenant Board

June 24, 2026

Date Amended

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.