



Order under Section 31 Residential Tenancies Act, 2006

Citation: Rudd v Virdi, 2026 ONLTB 49256

Date: 2026-06-26

File Number: LTB-T-049700-26

In the matter of: 1550 Hartlet St
London ON N5V1X8

Between: Hailey Rudd Tenant

And

Baljinder Virdi Landlord

Hailey Rudd (the 'Tenant') applied for an order determining that Baljinder Virdi (the 'Landlord'):

- 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.

This application was heard by videoconference on June 19, 2026.

Only the Landlord attended the hearing. The Landlord was represented by Raïessa Mahabir.

As of 9:20 am, the Tenant 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. Since the Tenant did not attend the hearing to support their application, I find that this application has been abandoned.
2. The Landlord requested costs against the Tenant in light of the Tenant's failure to attend that hearing and the bad faith nature of this application.
3. Landlord relies on documents 8156174 and 8156141 in Tribunals Ontario Portal.
4. This application alleging illegal lockout was filed on June 9, 2026. In her application The Tenant alleges *inter alia* that on June 8 2026 the Landlord committed an illegal lockout by unilaterally changing the locks to the Tenant's unit.

5. The Tenant requested an urgent hearing, and this matter was scheduled to be heard on an urgent basis ahead of many other applications filed by landlords and tenants.
6. The application requests a maximum fine against the Landlord and for the Tenant to be allowed to move back into the rental unit. It claims in no uncertain terms that the Tenant was locked out of her unit.
7. The Landlord immediately called a locksmith to attend at the property on June 9, 2026. The first time the locksmith attended at the property there was no answer and he didn't do anything but the Landlord had to pay for their time.
8. The Landlord's legal representative personally attended at the property with the locksmith the second time. She discovered that the locks were the same, that the old keys worked and that there were two entries into the rental unit, both of which could be unlocked with the set of keys that never changed from the time the Tenant was given a copy of the keys.
9. The Landlord left a note indicating that they intend to enter the unit on June 11th. The Tenant wrote a lengthy email to the Landlord on June 10th, 2026. The subject of the email reads: "Subject: FORMAL DENIAL OF ENTRY / NOTICE OF BAD FAITH & HARASSMENT 1550 Hartlet St" The email starts with:

I am writing regarding the handwritten "Notice to Enter" dated June 9, 2026, which I discovered taped to the door of my unit today, June 10, 2026. **I formally deny entry** for the proposed time of June 11, 2026, **and all future dates**.

...

History of Security Tampering: My security has been compromised since August 2025, when Wilson improperly installed the locks. Following his reckless distribution of unit keys to neighbors, there was a documented attempted forced entry into my unit on April 26, 2026, for which a police report exists. Your failure to address these security failures has been a deliberate act of negligence.

...

Illegal Lockout & Fraud: **I am now inside my unit, and I note that my original keys have suddenly been restored to working order**. This confirms that the security of my unit was tampered with during my absence, causing my illegal displacement. Your representative's written assertion this morning that the locks "remained unchanged" is a demonstrable lie and a confirmed bad-faith effort to conceal an illegal lockout under Section 85 of the RTA

[emphasis added]

10. The Board typically does not award costs against a party other than the cost of filing an application. Rule 23 of Landlord and Tenant Board Rules of Procedure states:

Rule 23 - Costs

Ordering the Application Fee as Costs

23.1 If the applicant is successful, the LTB may order the respondent to pay the application fee to the applicant as costs.

Ordering Another Party's Costs

23.2 A member may exercise discretion to order a party to pay another party's:

- a. representation/preparation fees; and
- b. other out-of-pocket expenses.

Where the LTB orders a party to pay the representation/preparation fees incurred by another party, these fees shall not exceed \$100 per hour for the services of a paid representative to a maximum of \$700.

23.3 A party who engages in unreasonable conduct which causes undue delay or expense may be ordered to pay costs to another party.

Ordering LTB Costs

23.4 A party or a paid representative may be ordered to pay the LTB for its costs of a proceeding. Hearing costs will not exceed \$100 per hour to a maximum of \$700.

23.5 The LTB will not order a paid representative to pay its costs unless those costs result from the paid representative's conduct.

11. LTB Interpretation Guideline 3 "Costs" provides further guidance to parties before the LTB. It is not binding on me, but it is persuasive and I see no reason to depart from it in the case before me. Some excerpts from the Guideline read:

Before ordering a party, a party's agent or a party's legal representative to pay costs, a Member should ensure that the person who will be affected by the order for costs has an opportunity to make submissions on the matter.

However, **if a party has received notice of a hearing and does not attend a hearing**, or if a party's agent or legal representative is on the record as representing a party and does not attend a hearing, **a Member may proceed to make an order for costs without notifying the person affected of the intention to do so**, provided that the failure to attend the hearing delayed the process unnecessarily or caused unnecessary expense to the other party.

In most cases, the only costs allowed will be the application fee.

A party who wants to claim costs in addition to the application fee should be prepared to speak to the matter and to provide support for the claim. The other party will also be allowed to make submissions on the issue.

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 set out below. Similarly, the Board will generally only allow costs for other expenses incurred by the successful party (e.g., travel, expert reports, etc.) where there has been unreasonable conduct by the opposing side.

A Member has the discretion to require a party, a party's agent or a party's legal representative to pay, as costs, any representation or preparation expenses of another party where the conduct of the party, a party's agent or a party's legal representative was unreasonable. Conduct is unreasonable if it causes undue expense or delay and includes the following:

1. Bringing a frivolous or vexatious application or motion;
2. Initiating an application or any procedure in bad faith;
3. Taking unnecessary steps in a proceeding;
4. Failing to take necessary steps, such as those required by the RTA or Rules;
5. Any misconduct at the hearing or in the proceeding;
6. Raising an issue which is irrelevant to the proceedings and continuing to pursue that issue after the Member has pointed out that it is irrelevant;
7. Asking for adjournments or delays without justification;
8. Failing to prepare adequately for the hearing;
9. Acting contemptuously toward the Member or showing a lack of respect for the process or the Board;
10. Failing to follow the directions of the Member or upsetting the orderly conduct of the hearing; and
11. Maligning another party or unreasonably slurring the character of the other party.

The amount ordered by a Member may be less than the actual cost incurred by the party since the Rules of Practice set out maximum amounts for the Member to consider.

Generally, only fees related to time spent at the hearing by a party's legal representative will be allowed. However, in some cases, a further amount for preparation time may be allowed if the unreasonable conduct led to the need for the party's legal representative to spend additional time preparing for the hearing. [emphasis added]

12. The Landlord did not request Board costs, and I will not order them at this time.
13. According to Board records, the Tenant filed what appears to be a request to withdraw 14 minutes before the hearing was scheduled to take place (document 8185192). This request only came to my attention at the time of writing this order.
14. The Tenant did not use the correct Board Form "Request to Withdraw an Application".
15. I note that the "withdrawal" complains about the Landlord's conduct and behavior and makes further allegations against them. While this request was technically made before the hearing began, it was made last minute and given the nature of the allegations and the contents of the "withdrawal" request claiming harassment, it would likely be denied by the Board even if it were filed on time. The Board form "Request to Withdraw and Application"

reads inter alia: *“If you filed a T2 application for an order determining that the Landlord, superintendent, or agent of the Landlord has harassed, obstructed, coerced, threatened or interfered with you, it cannot be withdrawn without the LTB agreeing. In the box below please explain why you want to withdraw the T2 application.”*

16. Based on the best evidence before me it would appear that the locks were never changed. The Tenant's own communications of June 10th confirm that she was able to access her rental unit using her own old key. There is no evidence before me that locks were changed back to the old locks. The timeline is also telling as only one day elapsed between the Tenant filing this application and the Tenant confirming in writing that her keys work.
17. Even assuming *arguendo* that the Tenant [mistakenly] believed that there was some issue with her key on June 9th, she had full unimpeded access to her unit since at least June 10th when she confirmed by email that she can access her unit using her own key. It was incumbent upon the Tenant to withdraw her application in a timely manner if it was her intention to do so, rather than filing this request 14 minute before the hearing without notice to the Landlord. It is unclear why she didn't attend the hearing to request to withdraw her application which would have also saved the Landlord and the Board time and resources.
18. I find that it is more likely than not that the Tenant behaved unreasonably in a manner that warrants exercising Board discretion to award costs against her. It is likely that there was never deprived of access to her rental unit, and this application was initiated in bad faith. Even if the application was not initiated in bad faith, the Tenant at the very least behaved unreasonably between June 10th and June 19th by failing to take the appropriate steps in relation to the hearing of her urgently scheduled application.
19. I find it appropriate to award the cost of \$200.00 to the Landlord representing the cost of attending the hearing and preparation in accordance with the factors set out above and Rule 23 based on the Tenant's unreasonable conduct. The Landlord's testimony was that they incurred expenses in excess of this amount including the Landlord's representative's attendance at the rental unit on June 9th. Request for further costs is denied at this time. This appears to be the first time that the Tenant conducted herself unreasonably in this or similar manner. The Board does not routinely award costs against parties and the amount that can be awarded is limited to the maximum amount of \$700.

It is ordered that:

1. The Tenant's application is dismissed.
2. The Tenant shall pay to the Landlord costs in the amount of \$200.00.
3. The Tenant shall pay the Landlord the full amount owing by July 7, 2026.
4. If the Tenant does not pay the Tenant the full amount owing by July 7, 2026, the Landlord will owe interest. This will be simple interest calculated from July 8, 2026 at 4.00% annually on the balance outstanding.

June 26, 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.