



Order under Section 31 Residential Tenancies Act, 2006

Citation: Lee v Sokoluik, 2023 ONLTB 64485

Date: 2023-09-27


File Number: LTB-T-067016-22

In the matter of: 794 20TH ST W
OWEN SOUND ON N4K4E2

Between: Bonnie Lee

And

Meril Sokoluik

I hereby certify this is a
true copy of an Order dated
SEP 27 2023

Landlord and Tenant Board

Tenant

Landlord

2023 ONLTB 64485 (CanLI)

Bonnie Lee (the 'Tenant') applied for an order determining that Meril Sokoluik (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.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on January 18, 2023.

Only the Tenant attended the hearing.

As of 1:30 p.m., 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.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$1,985.00
2. By way of background, the Tenant moved into the unit on December 1, 2019.
3. The Tenant testified that the Landlord gave her with a document sometime in March or April 2022 that she signed that terminated her tenancy on April 30, 2023. She testified that this was not an N11 or an N9 and when the Landlord gave it to her, he told her she had to sign it or the sale of the house would not go through.
4. She had further discussions with the Landlord after April 30, 2022 where the Landlord indicated she could stay passed April 30, 2022 as she had not found another place to live.

5. The Tenant testified that on May 24, 2022 while she was at work, she received a call from another tenant in the house advising her that the Landlord and four other men were at the unit, and they were moving her belongings out of the house.
6. The Tenant testified that she arrived at the unit and saw the Landlord and other people there removing her items. The Landlord refused to let her enter, put a padlock on the unit and did not give the Tenant a key.

Analysis

7. Section 39 of the Act says:

39 A landlord shall not recover possession of a rental unit subject to a tenancy unless,

- (a) the tenant has vacated or abandoned the unit; or
- (b) an order of the Board evicting the tenant has authorized the possession.

8. Section 24 of the Residential Tenancies Act, 2006 states:

24 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

9. Based on the uncontested evidence before me, I find that on May 24, 2022, the Landlord changed the locks and did not provide the Tenant with replacement keys, thereby illegally locking her out of her unit. The Tenant did not vacate or abandon the unit and the Landlord did not have an order from the Board evicting the Tenant.

Remedies

10. The Tenant is seeking \$35,000.00 for the cost to repair or replace her property that was damaged, destroyed or disposed of as a result of the Landlord's actions.
11. The Tenant testified that when she went through the storage locker that the Landlord placed her belongings in, some of her items were missing, or damaged.
12. The items that the Tenant alleges are missing are:
 - (a) a collection of rings
 - (b) old dollar bill collection and coin collection
 - (c) Laptop computer
 - (d) Television stand
 - (e) Two antique half moon tables
 - (f) Dresser

- (g) Dining table
- (h) Framed limited edition timber wolf pictures.

13. The items that the Tenant alleges are damaged are:

- (a) Coffee table
- (b) Sectional couch
- (c) End table
- (d) Oil paintings
- (e) Surround sound system
- (f) Bed

14. I decline to award any replacement costs with respect to the antique or collectors items the Tenant alleges are missing. This is because the Tenant failed to submit any documentation, such as appraisals, that would substantiate her claim in relation to replacement costs. I am unable to assign a dollar value amount related to her dollar bill collection, jewellery, antique timber wolf pictures or antique halfmoon tables in the absence of such documentation. The Tenant's mere belief of what the items are worth does not meet the evidentiary burden when it comes to rare value items.

15. The Tenant testified that the dresser was old, and she paid \$40.00 for it. I find that the Tenant is entitled to \$40.00 for her dresser, this amount is a reasonable replacement cost.

16. She purchased her T.V. stand for \$579.00 approximately 5 years ago. I accept that the Tenant will have to purchase a replacement but without more detail about where it was purchased or what type of T.V stand it was, I find that \$100.00 is reasonable.

17. She purchased her Acer laptop 5 or 6 years ago for \$549.00. The Tenant is entitled to \$350.00 to replace her laptop. This is based on the average cost of an acer laptop after conducting a search that revealed prices ranging from \$299.00 to \$600.00.

18. The Tenant paid \$2,500.00 for her dining table approximately 8 years ago. She testified that her dining table was purchased from a Mennonite furniture store and is solid wood. Based on searches for like items, I find that the average cost is \$1,000.00 and that is what the Tenant is entitled to.

19. With respect to the damaged items, the Tenant testified that her coffee tables and end tables have deep scratches on them, and she submitted pictures to substantiate this. She testified that she purchased them approximately 7 years ago for \$479.00. I find that the Tenant is entitled to \$200.00 based on searches for similar items.

20. The Tenant testified that the wires on her surround sound system were ripped off. She paid \$75.00 approximately 1 year ago. The picture submitted by the Tenant show that the system is comprised of a receiver and speakers. Based on a search of similar items, the Tenant is entitled to the \$75.00 she is requesting.

21. The Tenant testified that the sideboard of her bed was missing. She testified that she purchased her bed for \$700.00 5 years ago. She testified that she has to replace the whole bed as opposed to just purchasing new sideboards. I do not find that the Tenant is entitled to the replacement cost for the entire bed. Parts for a bed can be purchased separately, and I find that the Tenant is entitled to the reasonable cost of sideboards in the amount of \$100.00.
22. The Tenant testified that 4 of her oil paintings were slashed through the canvas. She purchased these for \$150.00 from a second-hand store. I find that the Tenant is entitled to \$150.00 for the cost to replace the paintings.
23. The total amount the Tenant is entitled to replace or repair her property as a result of the Landlord's actions is \$1,985.00.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,985.00.
2. The Landlord shall pay the Tenant the full amount owing by October 8, 2023.
3. If the Landlord does not pay the Tenant the full amount owing by October 8, 2023, the Landlord will owe interest. This will be simple interest calculated from October 9, 2023 at 6.00% annually on the balance outstanding.

September 27, 2023

Date Issued



Emily Robb

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.