



**Order under Section 31  
Residential Tenancies Act, 2006**

**Citation:** Edwards v Taitlbaum, 2023 ONLTB 19771

**Date:** 2023-08-31

**File Number:** LTB-T-062238-22

**In the matter of:** 5005, 197 YONGE ST  
TORONTO ON M5B0C1

**Between:** Pearl Taitlbaum Landlord

**And**

Cody Edwards Tenant

The Tenant applied for an order determining that the Landlord, superintendent, or agent of the Landlord has:

- entered the rental unit illegally.
- altered the locking system on a door giving entry to the rental unit or residential complex without providing replacement keys.
- harassed, obstructed, coerced, threatened or interfered with the Tenant(s).

This application was heard by videoconference on November 21, 2022.

The Landlord’s representative Ali Golabgir, Landlord witness Eddy Tait, the Tenant and the Tenants partner Naomi Coco attended the hearing.

**Determinations:**

1. As explained below, the Tenant has proven on a balance of probabilities the allegations in part, as contained in the application. Therefore, the Landlord must reinstate the fob to permit the Tenant or his guests to have access to the rental unit and pay the Tenant an abatement of rent.

Background

2. The Tenant moved into the rental unit on January 1, 2021, the rental unit is a condominium apartment in a high rise apartment building. The Tenants requires keys to access the rental unit and with a fob to access the common elements of the condo

complex. Specifically, the fob is required to gain entry into the main building, gym, elevators etc.

3. The Tenant travels for business is away for multiple months at a time allowing friends to stay at his rental unit when he is away.

#### Altered locks

4. On October 18, 2023 the Tenant was advised that his key fob had been deactivated, while he was out of the country and while he was out of country, his guest staying at the rental unit was not able to gain access to the condo complex and informed the Tenant.
5. There is no dispute between the parties that the fobs were deactivated. That this was done by building management on the direction of the Landlord, because of perceived safety issues.
6. The Landlord submitted that the activated fob could be provided only to the Tenant if he were present to pick it up himself, that he did not have proper authorization from the Tenant to activate the fob for the guest's use.
7. The Tenant submits that he permitted the guest to stay at the unit, that the Landlord should not have deactivated the fob for him to have to seek permission for reactivation, particularly since he is out of country and the request did not seem reasonable.
8. The Landlord also attempted to change the locks of the rental unit on or about October 24, 2022, however the attending individual was denied entry and locks were not changed.
9. Ultimately, the fobs were deactivated. While the Landlord felt their actions were warranted, this does not absolve the Landlord of their responsibility in this regard.
10. Therefore, I find that Landlord, Landlord's Agent or Superintendent altered the locking system on a door giving entry to the rental unit or residential complex, rendering his guests without access to the rental unit.

#### Illegal entry

11. The Tenant submitted that he was advised by his guest staying at the rental unit that the Landlord attempted entry into the unit on October 17, 2022 without proper notice.
12. The Landlord submitted that the Tenant was out the country on the day and hence did not receive the notice.
13. Although, the notice was not received by the Tenant, the Landlord submitted that he provided notice, it was not his intent to enter illegally. I find that Landlord, did not enter the rental unit illegally.

Harassment/ rent increase

14. The Tenant submitted that the Landlord is harassing him by providing him with the rent increase which is above the guideline. The N2 form dated October 18, 2022 increases the rent from \$2,050.00 to \$3,000.00 per month effective February 1, 2023.
15. Based on the submissions of the Landlord the unit is exempt from the rules limiting rent increases under the Residential Tenancies Act, 2006 as the unit was newly constructed with Landlord taking possession on or about October 2019.
16. New buildings, additions to existing buildings and most new basement apartments that are occupied for the first time for residential purposes after November 15, 2018, are exempt from rent control.
17. Notice of rent increase must be provided 90 days in advance, as was given in the case before me.
18. Therefore, I find that Landlord, Landlord's Agent or Superintendent did not harass, obstruct, coerce, threaten or interfere with the Tenant.
19. This part of the application must be dismissed.

Remedies

20. The Tenant sought \$2,000.00 for abatement of rent for the key fob being deactivated. This is almost the equivalent of one months of rent and is excessive as the rental unit was still accessible and usable, albeit with some inconvenience.
21. Therefore, I find that the Tenant is entitled to a rent abatement of \$250.00 for the inconvenience of his guest being unable to access the condominium and its facilities. The Landlord will also be ordered to activate the key fob and ensure that they are not deactivated throughout this tenancy.
22. The Tenant also sought \$2,500.00 in legal expenses, however did not provide any invoices to substantiate the claim.
23. Therefore, while the Tenant may have incurred legal costs because of the Landlord's actions, I am unable to consider this claim based on lack of particulars.

**It is ordered that:**

1. The total amount the Landlord shall pay the Tenant is \$298.00. This amount represents:
  - \$250.00 abatement of rent.
  - \$48.00 for the cost of filing the application.

2. The Landlord shall pay the Tenant the full amount owing by September 11, 2023.
3. The Landlord shall immediately provide the Tenant with a key fob if removed or ensure any fobs in possession are activated to ensure access to the residential complex throughout the duration of this tenancy.
4. If the Landlord does not pay the Tenant the full amount owing by September 11, 2023 the Landlord will owe interest. This will be simple interest calculated from September 12, 2023 at 6% annually on the balance outstanding.

**August 31, 2023**

**Date Issued**

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Alicia Johnson

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.