



## Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

**Citation:** NATALIE LEITZMANN v CHUMEI (CHUCK) CHEN, 2023 ONLTB 34009

**Date:** 2023-05-05 **File Number:**  
LTB-L-061820-22-RV

2023 ONLTB 34009 (CanLII)

**In the matter of:** 700 KAIRSFELD ROAD  
WATERLOO ONTARIO N2T2W4

**Between:** NATALIE LEITZMANN Landlord

**And**

CHUMEI (CHUCK) CHEN Tenants WANSU (MIRIAM) MAO

### Review Order

NATALIE LEITZMANN (the 'Landlord') applied for an order determining whether CHUMEI (CHUCK) CHEN and WANSU (MIRIAM) MAO (the 'Tenants') altered the locking system without their consent.

This application was resolved by order LTB-L-061820-22 issued on March 17, 2023. The application was dismissed as abandoned as the Landlord did not attend the hearing.

On March 20, 2023, the Landlord requested a review of the order.

On March 21, 2023 interim order LTB-L-061820-22-RV-IN was issued, directing the review request to a hearing.

The review was heard by videoconference on April 12, 2023.

The Landlord, The Landlord's Representative Timothy Ellis, and the Tenant Chumei Chen attended the hearing.

### Determinations:

#### Review Request

1. The Landlord requested a review of the order LTB-L-061820-22 issued on March 17, 2023 as they were not reasonably able to participate in the hearing on February 22, 2023.



2. The Landlord's Representative submitted that he did not receive the notice of hearing until February 23, 2023 which was one day after the hearing and that the family day long weekend may have delayed receiving the notice.
3. The Board's Records reflect that the notice of hearing was mailed as of February 7, 2023.
4. Section 209(2) expressly permits the LTB to review orders on the basis the requestor was not reasonably able to participate in the proceeding.
5. In *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708 the Divisional Court held that being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less.
6. I find that the Landlord's representative did not receive the notice of hearing until the day after the hearing as I found them credible in that regard and the Landlord had an incentive to pursue their own application.
7. Consequently, I granted the Landlord's request for review and the hearing on the merits proceeded to be heard.

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### The L8 Application

8. The Landlord seeks the reasonable out of pocket expenses to change the locking system to the rental unit as the Tenants changed it without the Landlord's consent.
9. The Landlord testified that on July 29, 2022 she served notice upon the Tenants that she would be entering the rental unit to do an inspection. On July 30, 2022 she arrived at the rental unit and discovered that her key to the rental unit no longer worked.
10. The Tenant Chumei Chen ('C.C') testified that on January 11, 2022 the rental unit front door would not shut because the latch was stuck. The Tenant testified that he has two dogs he did not want to run away so he changed the lock.
11. Text messages show that the Tenants texted the Landlord on January 11, 2022 and told them the "front door is not functioning". The Landlord responded that they would send someone but the Tenant told them they had fixed it.
12. C.S testified that he forgot to give the Landlord a copy of the key and he was out of town on July 30, 2022 when the Landlord tried to enter.
13. I find on a balance of probabilities that the Tenant altered the locking system on a door giving entry to the rental unit without the Landlord's consent. While the Tenant may have had a reason to change the locks, they did not explicitly tell the Landlord that is what they were doing, get the Landlord's permission, or give the Landlord a key afterwards.



14. The Landlord testified that it cost her \$249.00 for a new lock and \$100.00 in labour costs to have the locks changed. The reasonable out-of-pocket expenses necessary to change the locking system were \$349.00.

**It is ordered that:**

1. The request to review order LTB-L-061820-22 issued on March 17, 2023 is granted. The order LTB-L-061820-22 is canceled and replaced by the following:
2. The Tenants shall pay the Landlord \$349.00, which represents the reasonable out-of-pocket expenses necessary to change the locking system.

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3. The Tenants shall also pay the Landlord \$201.00 for the cost of filing the application.

4. The Total amount the Tenants shall pay the Landlord is \$550.00.

5. If the Tenants do not pay the Landlord the full amount owing on or before June 5, 2023 the Tenant will start to owe interest. This will be simple interest calculated from June 6, 2023 at 6% annually on the balance outstanding.

**May 5, 2023**

**Date Issued**

Amanda Kovats  
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.



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