



Order under Section 69 Residential Tenancies Act, 2006

Citation: Landreville v Saint-louis, 2023 ONLTB 23292

Date: 2023-03-15

File Number: LTB-T-073897-22

In the matter of: 302 AMIENS ST
ORLEANS ON K1E1N7

Between: Rose cendra Guillaume
Jean-pierre Saint-louis Landlords

And

Ashley Landreville
Tenant

Ashley Landreville (the 'Tenant') applied for an order determining that Jean-pierre Saint-louis and Rose cendra Guillaume (the 'LandlordS'):

- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.

This application was heard by videoconference on February 22, 2023.

The Landlord and the Tenant attended the hearing. The Tenant was represented by her Agent Annie Landreville. The Tenant spoke with Duty Counsel prior to the hearing.

Determinations:

1. As explained below, the Tenant has proven on a balance of probabilities the allegations contained in the application. Therefore, the Landlord must compensate the Tenant for the time period of the illegal lockout, and for the Tenant's loss of her possessions.
2. Tenant alleged that sometime overnight of November 19/20 2022, the Landlord changed the locks to her rental unit, and did not provide a replacement key and denied the Tenant access to retrieve her possessions.

3. The Landlord admitted in his testimony that he had authorized the other tenants to change the locks to the rental unit. He had thought the locks would be changed after the termination date in the N11, however he did not verify this. The Landlord attempted to justify his decision on the basis that he had received complaints about the Tenants behaviour and decided that the Tenant should not be permitted to return. However, at no time did the Landlord serve any notice of termination on the Tenant regarding any allegations of misconduct and obtain an eviction order from the Board.
4. As a result of the admission of the Landlord that he permitted the locks to be changed in the rental unit, I find that the Landlord altered the locking system on a door giving entry to the rental unit without giving the Tenant replacement keys. It makes no difference that the Landlord permitted others to do this, the Landlord is ultimately responsible for the outcome.
5. The Tenant was seeking a rent abatement for the 10 days that she was illegally locked out. The Tenant shall be entitled to the rent abatement in amount of $(\$816.67 \times 12 / 365 = \$26.84 \times 10)$ \$268.40. This amount shall be ordered.
6. It was uncontested that as a result of the illegal lockout the Tenant was not afforded any opportunity to recover her furniture and other possessions. The Tenant submitted that some of her clothing and possessions had been retrieved by her mother when she was taken to hospital. The remaining larger items were left behind to be retrieved later, which was ultimately not permitted. The Tenant claims compensation for the following:
 - a. Loveseat/sofa: replacement cost new amount: \$1,169.99.
 - b. Mattress: replacement cost new amount \$1,139.99.
 - c. Corner credenza desk: replacement cost new amount \$229.99.
 - d. Upholstered dining room chairs, set of 4: replacement cost new amount: \$579.99.
7. The Landlord testified that he did not visit the rental unit, did not see the furnishings and had no knowledge as to what had happened to the furniture. The Landlord having permitted others to change the locks remained obligated to ensure the Tenant would be able to retrieve her possessions in a reasonable manner. The Landlord refused to communicate with the Tenant's mother and refused to direct others to permit the Tenant's mother or the Tenant to retrieve any of her furniture. The Landlord having decided to illegally lockout the Tenant remains responsible for the Tenant's possessions. His failure to preserve the Tenants possessions by inaction remains his responsibility.

8. Therefore, I am satisfied that by turning a blind eye to his obligations as a Landlord, the loss of the furnishings set out in paragraph 5 were disposed of as a result of the actions or inactions of the Landlord. The Tenant shall be entitled to the full replacement cost for the mattress as it would be unfair to expect the Tenant to purchase a used mattress. The Tenant shall be entitled to 50% of the value of the remainder given the submission that these were used. An order for compensation shall be issued.
9. The Tenant also asked that the Board issue a fine to the Landlord due to his actions in illegally locking out the Tenant.
10. The Board's Guideline 16 Administrative Fines sets out that the Board may order a fine in relation to altering the locking system to the rental unit and failing to provide the Tenant with replacement keys. The guideline states that in setting the amount of the fine, a Member may consider the nature and severity of the breach, the effect of the breach on the Tenant and any other relevant factors. The fine should be commensurate with the breach.
11. The Landlord stated that he owns two residential complexes, including this one, which has two rental units. He has been a Landlord since at least 2021 when he purchased his first residential complex.
12. The Tenant submitted that she lost her possessions and has lost much more that were not being claimed including moving expenses, storage expenses and a loss of reasonable enjoyment of the rental unit after the Landlord denied access to the backyard to the Tenant, which had been included in the tenancy. The Tenant submitted that this has had a significant emotional impact in that she has lost her independence and has had to return home to live with her parents. At the time of the illegal lockout, the Tenant had experienced a serious medical condition that required hospitalization and ongoing treatment. The lockout prevented her from returning to her home.
13. The Landlord acknowledged that he had granted permission to others to change the locks. However, he attempted to deflect blame towards the Tenant to justify his actions. The Landlord did not take any steps to address complaints and did not seek an eviction order from the Board. The Landlord acted on his own to dispossess the Tenant of her home by denying the Tenant access to the rental unit. This was the Tenant's home and the loss of one's home and the security that comes with having a safe place to reside should be the most egregious conduct imaginable under the Residential Tenancies Act. That the Landlord then denied the Tenant any ability to retrieve her possessions only compounds these actions.
14. I am cognizant that the Tenant had asked to be released early from the tenancy agreement, and that the Landlord consented. However, this all occurred after the illegal lockout and could not in any way condone an illegal lockout and disposal of the Tenant's possessions.

15. It was also uncontested that the Landlord had refused to communicate with the Tenant's mother throughout this ordeal and that by doing so he frustrated their efforts to make arrangements to retrieve any remaining possessions. Once the Tenant was released from hospital and went to the rental unit to retrieve her possessions, the Landlord refused to grant entry or to even meet them at the rental unit to make arrangements.
16. In light of the factors discussed above, I have determined that the Landlord must pay a fine to the Board of \$2,500.00 is appropriate in all the circumstances. The intent is to discourage the Landlord from taking similar actions in the future and it is hoped that he will be better informed about his Landlord obligations and tenant rights under the Residential Tenancies Act going forward.
17. The Tenant shall also be entitled to compensation for the cost of filing this application.
18. It should be noted that if the Landlord fails to make the payments set out below that in accordance with section 196 of the Residential Tenancies Act, 2006 the Board may refuse to accept or continue to process an application. Additional details may be found in the Board's Rules of Procedure, Rule 6.

It is ordered:

1. The Total amount the Landlord shall pay the Tenant is \$ 2,470.38. This amount represents:
 - a. \$268.40 rent abatement.
 - b. \$2,153.98 for the reasonable costs that the Tenant will incur to replace property that was disposed of as a result of the Landlord’s actions.
 - c. \$48.00 for the cost of filing the application.
2. The Landlord is directed to pay the full amount owing into the Board not later than March 26, 2023. If the Landlord chooses to pay the funds directly to the Tenant the Landlord must file proof of payment with the Board not later than March 26, 2023. This order is to ensure that the Tenant is compensated in a timely manner.
3. The Board shall pay out to the Tenant the amount paid into the Board as set out in paragraph 1 and 2 once it is paid into the Board, along with any accrued interest.
4. If the Landlord does not pay the amount owing to the Tenant by March 26, 2023, the Landlord will owe interest. This will be simple interest calculated from March 27, 2023 at 5% annually on the balance outstanding.
5. The Landlord shall also pay to the Landlord and Tenant Board an administrative fine in the amount of \$2,500.00 not later than March 26, 2023.

2023 ONLTB 23292 (CanLII)

March 15, 2023 _____ **Date Issued** Robert Patchett
 Vice Chair, 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.