



Order under Section 16.1 of the
Statutory Powers Procedure Act
and the **Residential Tenancies Act, 2006**

File Number: TSL-16258-20-IN
TST-20644-21-IN

In the matter of: 401, 7 MICHAEL POWER PLACE
ETOBICOKE ON M9A0A4

Between: Ryan Sills

and

Mohammad Baqir Khan

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

Oct. 11, 2022

NS

Landlord and Tenant Board

Landlord

Tenant

Ryan Sills (the 'Landlord') applied for an order to terminate the tenancy and evict Mohammad Baqir Khan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. **This is an L1 application.**

At the hearing the Tenant applied pursuant to section 82 of the Residential Tenancies Act, 2006 (the 'Act') for an order determining that the the Landlord the Landlord's superintendent or the Landlord's agent gave a notice of termination in bad faith; entered the rental unit illegally; substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of the Tenant's household; a reduction of the rent charged for the rental unit due to a reduction or discontinuance in services or facilities provided in respect of the rental unit or the residential complex; and that the Landlord failed to meet the Landlord's maintenance obligations under the Act or failed to comply with health, safety, housing or maintenance standards. **Section 82 application.**

The Tenant applied for an order determining that the Landlord the Landlord's superintendent or the Landlord's agent entered the rental unit illegally, altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys and substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of the Tenant's household. **This is a T2 application.**

The L1 application was heard in Board video conference room 41 on December 8, 2020; and in tandem with the T2 application on April 20, 2021, in Board video conference room 82.

The Landlord and the Tenant attended both hearings. The Tenant spoke with Tenant Duty Counsel prior to the December 8, 2020, hearing.

Determinations:

1. At the commencement of the hearing held on April 20, 2021, the preliminary issue of whether the Landlord illegally locked the Tenant out of the rental unit was addressed. This order deals strictly with the question of whether the Tenant was illegally locked out of the unit and if so, does the Tenant have the ability to move back into the rental unit.
2. The Tenant's T2 application states he went to the rental unit on February 22, 2021, and found that the locks to the unit had been changed. The Landlord does not deny changing the locking system stating the Tenant had abandoned the rental unit.
3. The Landlord testifies that on February 19, 2021, he entered the rental unit due to the stench that was emanating from the unit. He was unsure what the smell was and there was no one in the unit at the time.
4. When he was in the unit, the Landlord found only a couple of things of value: a couple pairs of shoes; and an Amazon box. The unit had food poured on the floor and damage to the walls. The Landlord and his girl friend took pictures of the unit on February 19, 2021 in support of his position.
5. The Landlord further states that he believes the Tenant gave false and misleading statements in his application when the Tenant claims he is homeless.
6. He also submits the elevator moving form the Tenant filled out with the condominium corporation to book the elevator. He also states that the Tenant booked an elevator elsewhere at the same time.
7. The Landlord's witness is the property manager of rental unit where the Tenant currently resides. The witness was to testify that the Tenant has been entering and exiting this other rental unit on a daily basis. The Tenant confirms this information to be true so the witness was not needed to provide this evidence.
8. It is the Landlord's belief that when he found the rental unit in such a state and with items moved, damage done and extensive arrears of rent, the Tenant had abandoned the rental unit. He then changed the locks.
9. The Tenant claims that he had not moved out and he had left all of his belongings in the rental unit. He used messages from him to his girl friend of how he rearranged the unit as evidence to show he still lived there. He says he intended to return to the unit even though he had signed another lease at the other location he was residing.
10. The Tenant argues that he did not tell the Landlord he was vacating the unit and that he was not actually living with his girl friend. He says he signed her lease when she flew to India and legally transferred the lease to her upon her return.
11. While I understand why the Landlord would believe the unit was abandoned based on what he found, or did not find, in the rental unit, the issue hinges on whether the Tenant intended to return to the rental unit. In this case, it is clear the Tenant did intend to return

because he did not give the Landlord any indication that he was leaving or that he could regain possession of the rental unit.

12. Changing the locks and regaining possession of the unit is a risk any Landlord takes when they do not have a unit deemed abandoned by the Board.
13. Given all of the above, I find the Tenant was illegally locked out of the rental unit.
14. A reward, if any is granted by the Board, will be addressed with another member when the remainder of the applications are heard *de novo*.
15. Since the Landlord sold the rental unit after changing the locks, I find the Tenant's request to move back into the unit is denied. With this determination, the tenancy is deemed terminated when the Landlord changed the locks on February 19, 2021.
16. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant terminated February 19, 2021.
2. The Tenant's section 82 issues, the remainder of the Tenant's T2 application and the Landlord's L1 application shall be heard from the beginning and in full by a different Member of the Board.
3. The Board shall schedule a date for the next hearing.
4. At least 20 days prior to the next hearing date Tenant and Landlord shall provide to the other and to the Board a copy of all documents, photographs and other evidence they intend to submit to the Board at the next hearing.
5. Pursuant to Rule 19.7 of the Board's Rules of Practice a party that does not comply with an order for disclosure may not be permitted to rely on any evidence not properly disclosed.

October 11, 2022
Date Issued



Shelby Whittick
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.