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Reid v Ramprasad, 2026 ONLTB 59720

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2026 ONLTB 59720 (CanLII)

Order under Section 31
Residential Tenancies Act, 2006

Citation: Reid v Ramprasad, 2026 ONLTB 59720
Date: 2026-08-05
File Number: LTB-T-068784-22

In the matter of: BASEMENT, 1283 JANE STREET TORONTO ON M2N6V6

Between: Yvonne Reid — Tenant

And

Bidesh Ramprasad
Karen Ramprasad — Landlords

Yvonne Reid (the 'Tenant') applied for an order determining that Bidesh Ramprasad and Karen Ramprasad (the 'Landlords'):

- 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.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

This application was heard by videoconference on April 15, 2024, August 13, 2024, and October 22, 2025. After testimony was finished, the hearing was completed by written post-hearing submissions.

The Landlords and the Tenant's legal representative, Kristen Forsythe, attended the hearings. The Tenant attended on April 15, 2024 and August 13, 2024, but not October 22, 2025.

At the April 15, 2024 hearing the Tenant's legal representative indicated that a litigation guardian may become involved, however it was confirmed at the later hearings that a litigation guardian was not required and would not be involved.

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Anonymization and Closed Hearing Request:

1. The Tenant requested a closed hearing and measures to protect their identity in the final order. The initial request was based primarily on the Tenant's medical conditions and the difficulties the Tenant would likely experience in testifying in a public forum and the potential harm to the Tenant if private information shared in a hearing became public.
2. The Landlord did not oppose the request for a closed hearing, and I was satisfied that the Tenant would not be able to provide evidence and fully participate in the hearing in an open setting. Accordingly, the request for a closed hearing was granted.
3. At the outset of the hearing I indicated to the parties that the order would be anonymized because it was expected that the hearing and analysis of the testimony would require reference to sensitive health information, which would be harmful to the Tenant if publicly available through an order. However, after the completion of the hearing I am satisfied that no sensitive information was shared and there is no risk of serious harm to the Tenant if the order is issued in the normal manner in accordance with the principles of an open court.

Determinations:

4. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay the Tenant $6,561,66 and must pay an administrative fine of $5,000.00.
5. The parties provided many hours of testimony over multiple days. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the submitted evidence and oral testimony when making my determinations.
6. The dispute centres around a flood in the unit on July 18, 2020 and the events in the following days and weeks. A central disagreement between the parties is whether the Tenant vacated the rental unit of their own accord on or about July 18, 2020 after receiving an N5 notice to terminate the tenancy, or whether the Landlords changed the locks and rerented the unit in violation of the Residential Tenancies Act, 2006, (the 'Act'). While I do

not accept the Landlords' submissions that the Tenant caused the flood, the cause of the flood is of minimal relevance given my finding that the Landlords illegally changed the locks and prevented the Tenant from returning to the rental unit.

7. The application included claims for maintenance prior to the July 18, 2020 flood, however these claims were not proven on a balance of probabilities, so no remedy is awarded for them. Pursuant to section 29(2) of the Act, no claim can be made for incidents which occurred more than one year before a tenant application is filed. This application was filed on May 11, 2021, making the beginning of the limitation period May 12, 2020. While vague descriptions of prior conditions were given in testimony, no dates were given to confirm that the issues complained of prior to the July 18, 2020 flood occurred during the limitation period.

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Credibility

8. Throughout the hearing the Landlords were evasive in their answers and made conflicting statements. Some statements were verifiably false. As a result of their verifiably false statements and other evasive answers, the credibility of the Landlords' testimony was greatly reduced, and where it differs from the testimony of other witnesses, I prefer the testimony of the other witnesses.

Landlords' response to flood

9. On July 18, 2020 the Tenant experienced a flood in their rental unit. The flood water contained sewage and was deep enough that it submerged electrical outlets. They contacted various people for assistance, including the fire department who attended and confirmed that she should leave the unit until the problem was resolved. The Landlords were aware of the flood on the same day because their daughter saw the fire department and relayed the information to the Landlords.

10. A friend of the Tenant, Aion Pettigrew, ('AP') testified that he picked the Tenant up from the rental unit on July 18, 2020 and took her to a hotel because she couldn't stay in the flooded unit. He paid cash to cover 3-4 days at the hotel. The Tenant took a suitcase with her. Photos taken on that day show a large amount of furniture and personal belongings in the rental unit.

11. The Landlords testified that in response to finding out about the flood, they issued a 24hour notice of entry and attended the unit on July 20, 2020 to find it empty. Section 26(1) of the Act states that a landlord may enter the rental unit without notice in cases of emergency of if the tenant consents to the entry at the time of entry. A flood is considered an emergency which does not require a notice of entry to respond to.

12. Regardless of the cause of the flood, the Landlords had an obligation to promptly respond to the situation. By failing to take any action for 48 hours, the Landlords were in breach of

their obligations under the Act and the delayed response interfered with the Tenant's reasonable enjoyment of the rental unit.

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When and why did Tenant leave rental unit

13. The Landlords assert that the Tenant vacated the rental unit because she was given an N5 notice of termination. The N5 notice had a termination date of July 7, 2020. The Landlords state they found the unit empty on July 20, 2020 and believe the Tenant vacated on July 18, 2020. If the Tenant vacated the unit on July 18, 2020, the Landlords would have no liability to the Tenant for any events after that date.

14. Photos of the rental unit on July 18, 2020 and the testimony of three witnesses confirm that the Tenant was still living in the rental unit on July 18, 2020. There was no notice by the Tenant that she intended to vacate the unit. The Landlords agree that rent was paid until July 31, 2020.

15. It is not credible that the Tenant would have removed all of her possessions between calling the fire department, friends, and her legal representative seeking to resolve the flooding on July 18th and the 20th when the Landlords assert they found the unit empty and vacated.

16. The Landlords agree that a new tenancy with a new occupying tenant began on August 8, 2020. The Landlords submitted a letter from the new occupying tenant confirming that the Tenant had attended at the rental unit, further suggesting that the Tenant did not believe she had ended the tenancy permanently.

17. The Landlords' testimony that they believed the Tenant had moved out permanently and they were therefore free to enter into a new tenancy because the Tenant had cancelled the August 1, 2020 automatic rent payment and chose not to pay the demanded $50 to get a new key for the new lock is not credible. The Landlords acknowledge holding a one-month rent deposit, which they made no attempt to return to the Tenant, therefore rent was paid up until August 31, 2020 and a new tenancy could not begin until after that date. The Tenant did not give any written or verbal indication that she planned to end the tenancy, and in fact called the police to report what she considered to be an illegal lockout on multiple occasions. The Landlords' assertion that they had no way of contacting the Tenant to confirm her intentions when the flood repairs were completed is directly contradicted by the written electronic communications between the Landlords and multiple people who the Tenant had engaged to assist her, including a legal representative.

18. Based on the evidence before the Board, I find on a balance of probabilities that the tenancy was ended unilaterally by the Landlords in violation of the Act.

Lock Change

19. Police records submitted into evidence show that the police were called on July 21, 24, and 28, 2020 because the Tenant asserted the Landlords had changed the locks and not provided her a new key. The Landlords acknowledge the police attendances but state they didn't change the lock, and they offered to provide the Tenant with a replacement key if she paid a replacement cost of $50.00.

20. The Tenant acknowledges that they were given access to the unit via the police on one of the dates, but they were not given a key.

21. Photos of the door to the rental unit show that the locking mechanism on July 18, 2020 was a gold colour, but later photos show the same door with a silver colour locking mechanism. The Tenant contacted the police and two friends about the changed locks; the friends Jody Williams and Lorraine Headley confirmed the changed locks in their testimony.

22. In cross examination, records from the Rental Housing Enforcement Unit (RHEU) were shown to the Landlords. They acknowledged the notes from the compliance officer regarding their phone conversation on August 8, 2020 were correct. They advised the compliance officer that they would not provide a copy of the key because they believed the Tenant had moved out, and they did not agree to follow the requirements of the Act as the compliance officer had outlined them. The Landlords commented that they wanted to rerent the unit as soon as possible. The matter was referred for prosecution.

23. The RHEU prosecution resulted in a dismissal, which the Landlords submit is proof that they did not change the locks. This is incorrect. Applications before the Board are independent of provincial offences prosecutions arising from the Act; one does not preclude the other and neither determines the outcome of the other. Different hearings have the potential for different evidentiary records because of different witness testimony or different document filings, which may lead to different outcomes. Importantly, the processes have different burdens of proof. A finding of guilt in a provincial offence prosecution requires the case to be proven beyond a reasonable doubt, whereas an application before the Board must only be proven on a balance of probabilities. When assigned mathematical values, these burdens of proof are often referred to as 99% certainty and 51% certainty.

24. The evidence before the Board supports a finding on a balance of probabilities that the Landlords changed the lock to the rental unit and refused to provide a replacement key to the Tenant. Despite clear indications from the Tenant and persons representing the Tenant that the Tenant wished to return to the rental unit, the Landlords re-rented the rental unit and gave possession to a new occupant on August 8, 2020. This action deprived the Tenant of any use or enjoyment of the rental unit for the duration of the paid rental period of August 31, 2020.

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Loss of personal possessions

25. When AP brought the Tenant back to the unit at a later date, the unit was empty except for a fan and the Landlord BR was painting the empty unit. BR advised AP and the Tenant that a 'church sister' of the Tenant had picked up her things. The Tenant told an acquaintance in the community, Winston LaRose, that she had been locked out of her unit and her belongings placed outside and then stolen. Police records referred to in evidence also show that the Tenant made this assertion to the police.

26. The testimony of the Tenant's witnesses relating to the missing possessions was not entirely consistent in the details. However, I find the consistent element that the Landlords were responsible in some manner for removing the Tenant's belongings from the rental unit and not preserving them to be more credible than the Landlords' assertion that the Tenant moved out and took her belongings with her.

27. I am satisfied that the Tenant left the unit on July 18, 2020 with a few belongings, expecting to return to the unit after a few days when the flooding subsided, and did not have any further opportunities to move all of her possessions.

28. Very little evidence regarding the lost possessions was provided at the hearing. Witnesses referred to a few specific pieces of furniture which they had observed in the unit and some small appliances. No photographs or receipts of replacement items were provided. Testimony referenced the following items: inflatable bed, regular bed, books, photos and videos, small table, small tv, dvd player, radio, portable clothes closet. The tv and dvd player were gifted to the Tenant by one of the witnesses.

Remedies

29. As discussed above, the majority of the Tenant's possessions were lost as a result of the Landlords' actions. Based on my knowledge of similar cases before the Board where limited details of replacement costs were available, I find that the Landlords must pay the Tenant $250.00, which is the reasonable cost that the Tenant has incurred or will incur to replace property that was disposed of. This was calculated as $100 for two beds, $50 for books, and $20 each for 5 small appliances or pieces of furniture. Based on the information provided about the Tenant's financial resources, it is reasonable to assume that most items were obtained through low cost means rather than high end retail prices.

30. After applying the rent deposit, the Tenant had, in effect, paid for the rental period ending August 31, 2020. However, the Tenant had no use of the rental unit after July 20, 2020 when they returned from the hotel and found they could not access the unit and later discovered their possessions had also been removed. Based on this, a 100% abatement

is appropriate for the period of July 20, 2020 to August 31, 2020. For the period of July 18, 2020 to July 19, 2020, the Tenant had some use of the rental unit, but the Landlords' inaction regarding the flood significantly interfered with their enjoyment of the rental unit. For this two-day period, I find a 50% rent abatement is appropriate.

31. The monthly rent was $950.00 per month. Although the Tenant submits that an N1 notice was found which indicated an increase to $970.90 effective February 1, 2020, there is no evidence to suggest the increase was ever paid. Therefore, I find that a rent abatement of $1,311.66 is appropriate in the circumstances.

32. The Tenant was forced from her home in the midst of the Covid-19 pandemic. This was an exceptionally difficult time to face homelessness, which she expressed to the police and fire departments who attended the unit. Witnesses for the Tenant referred to significant psychological and emotional strain which the Tenant experienced as a result of losing her home without any legal justification. She had to utilize emergency shelters which posed a significant health risk during the pandemic, and at the time of the hearing was still waiting to secure permanent housing. Based on my knowledge of similar cases before the Board, I find that an award of $5,000.00 for general damages is appropriate.

33. Pursuant to the Board's Interpretation Guideline 16, an administrative fine is a remedy to be used by the Board to encourage compliance with the Act, and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance. In setting the amount of the fine, the Member may consider the nature and severity of the breach, the effect of the breach on the tenant, and any other relevant factors.

34. In my view, the Landlords' actions in this case demonstrate a blatant disregard for the Act for which they show no remorse. While there may initially have been some confusion about why the Tenant was not in the unit and whether they planned to return, any such confusion should have been immediately dispelled when the Tenant had the police attend for what they felt was an illegal lockout. The Landlords had multiple opportunities to correct their course of action and return possession of the rental unit to the Tenant; however, they instead re-rented the unit. The effect of the Landlords' breach was extreme: the Tenant, a vulnerable person, was displaced in the midst of a global pandemic and five years later she is still waiting for permanent housing. Based on my knowledge of similar cases before the Board, I find that an administrative fine of $5,000.00 is an appropriate deterrent.

35. Therefore, I find that the Landlords must pay an administrative fine to the LTB in the amount of $5,000.00.

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Post-Hearing submissions case citation issue

36. In their post-hearing submissions, the Tenant's legal representative included what appear to be CanLII citations for three cases: *Brar v 1296425 Ontario Inc*., 2019 ONLTB 1341, *Shepherd v Foye*, 2021 ONLTB 4395, and *Johnson v Yelich*, 2022 ONLTB 1928. The full text of the cases was not provided. I was unable to locate the cases by name or provided citation in CanLII or by using multiple search engines. The search term 'shepherd v foye 2021 landlord' in Google returned an AI summary result which described racism in commercial lease disputes and pointed to one website which did not include the case, and a second website which included a write up of 8573123 Canada Inc. (Elias Restaurant) v. Keele Sheppard Plaza Inc., 2021 ONCA 371, about racism in commercial leases.

37. This calls into question whether these case citations are for genuine cases, or whether they are an example of the 'AI hallucinations' sometimes produced by artificial intelligence used by the representative.

38. In this instance the improperly provided cases did not affect the outcome of the hearing. They were provided in post-hearing submissions and were simply not considered. However, the submission of apparently non-existent authorities caused me to spend time attempting to locate the referenced cases and consider how to address the submissions, which wasted Board resources. The Court has noted in *Ko v Li*, 2025 ONSC 2766 (CanLII) that it is a licensee's professional obligation to ensure human review of materials prepared by non-human technology and, at a bare minimum, not to submit case authorities that do not exist or that stand for the opposite of the licensee's submission. It is worth noting that the lawyer who provided the AI hallucinated case law in *Ko v Li* received a licence suspension in relation to this issue.

39. Rule 23.4 of the Board's rules of procedure states that a paid representative may be ordered to pay the Board's costs of a proceeding if the costs result from the paid representative's conduct. In this case, as the issue arose after post-hearing submissions, I would have to reconvene the hearing or solicit further post-hearing submissions in order to consider an order for costs. In my view, either option would place an unnecessary burden on the Tenant and the Landlords and would not be an efficient use of Board resources. However, the Tenant's legal representative should be advised that a similar incident in the future may result in an order for Board and/or party costs.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is $6,561.66. This amount represents:
    - $1,311.66 for a rent abatement.

- $5,000.00 for general damages
- $250.00 for the reasonable costs that the Tenant will incur to repair property that was disposed of as a result of the Landlords' actions.

2. The Landlords shall pay the Tenant the full amount owing by August 16, 2026.
3. If the Landlords do not pay the Tenant the full amount owing by August 16, 2026, the Landlords will owe interest. This will be simple interest calculated from August 17, 2026 at 4.00% annually on the balance outstanding.
4. The Landlords shall pay to the Landlords and Tenant Board an administrative fine in the amount of $5,000.00 by August 16, 2026.

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August 5, 2026
Date Issued

_____
Dawn Carr
Member, Landlords 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.

Payment of the fine must be made to the LTB by the deadline set out above. If not paid, the outstanding amount may be sent to a collection agency and/or the party owing the money may not be permitted to file a new application until it is paid in accordance with section 196 the Act.

The fine can only be paid by money order, bank draft or certified cheque payable to the "Minister of Finance". The payment can be mailed or couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.