Order under Section 31
Residential Tenancies Act, 2006

File Number: SOT-02526

In the matter of: 808, 44 Glen Rd.
Hamilton ON L8S 4N2

Between:

Tenant

I hereby certify this is a true copy of an Order

Kath (K Allison)

and

Dated *June 2, 2010*

Cogir Apartments

Landlord and Tenant Board

Landlord
Superintendent

(the 'Tenant') applied for an order determining that Cogir Apartments (the 'Landlord') and (the 'Superintendent') or the Landlord's agents harassed, obstructed, coerced, threatened or interfered with her, entered the rental unit illegally, altered the locking system on a door giving entry to the rental unit or residential complex without giving her replacement keys and substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of her household.

This application was heard in Hamilton on April 20, 2010. The Tenant, the Tenant's counsel, Tanya Walker (T.W.), the Superintendent and the Landlord's counsel, Kristin Ley (K.L.), attended the hearing.) and also attended as witnesses for the Tenant.

Preliminary Matters:

The Tenant filed her application with the Board on December 15, 2009, when the Board's monetary jurisdiction was $10,000.00. At the hearing, the Tenant requested the consent of the Board to amend her application to include the Board's current monetary jurisdiction of $25,000.00. The Landlord's counsel consented to the Tenant's request to amend. The Board granted the amendment.

The Tenant also requested that her application be amended to revise her remedy claims. Specifically, the Tenant reduced her claim from compensation for repair or replacement costs from $29,155.00 to $23,803.00, the Tenant's claim for compensation from $3,845.00 to $500.00, and withdrew her claim of $5,000.00 for moving and storage costs. All other remedy claims remain unchanged. The Landlord's counsel consented to these amendments. The Board granted the Tenant's request to amend.

Determinations:

1. The Tenant was in visiting family from April 1, 2009 to August 15, 2009.

2. The Tenant served a Notice of Termination on the Landlord dated July 7, 2009. The Notice of termination specified a termination date of August 30, 2009.

3. The Superintendent notified the Tenant that the termination date would be September 30, 2009.

4. The Tenant notified the Superintendent that she agreed with the termination date of September 30, 2009.

5. The termination date of September 30, 2009 is in compliance with subsection 44(2) of the Act.

6. The Landlord decided to accept the August 30, 2009 termination date specified in the Tenant's Notice of Termination. The Superintendent did not notify the Tenant of the Landlord's decision.

7. The rental unit was in a neat and clean condition in June, July and August 4, 2009. There were no dirty dishes in the sink during this time period.

8. The Tenant made a money order payment of $725.00 in August 2009.

9. The Landlord did not terminate the tenancy with the Tenant pursuant to subsection 69(1) of the Act for non-payment of rent.

10. The Tenant is allergic to animals, including birds.

11. I find on a balance of probabilities that the Tenant's belongings in the rental unit were not damaged by pigeons or pigeon feces.

12. The Tenant's belongings in the unit were disposed of by the Landlord's cleaners.

13. The Landlord rented the unit to another tenant on September 1, 2009.

14. The Landlord did not serve a written notice of entry on the Tenant.

15. The Tenant attended the unit on September 4, 2009 and found the locks changed to the rental unit.

16. The Landlord did not terminate the tenancy for abandonment pursuant to Section 79 of the Act.

17. The Landlord did not terminate the tenancy with the Tenant in accordance with subsection 37(1) of the Act.

18. Therefore, I find that the Landlord, the Superintendent and the Landlord's agents 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