



Order under Section 31 Residential Tenancies Act, 2006

Citation: TATE v VOJNOVIC, 2026 ONLTB 3625

Date: 2026-01-15

File Number: LTB-T-016078-24

In the matter of: BACK ADDITION, 1 CALLENDER
TORONTO ON M6R2H2

Between: DANIEL W TATE Tenant

And

ZORAN VOJNOVIC Landlord

DANIEL W TATE (the 'Tenant') applied for an order determining that ZORAN VOJNOVIC (the 'Landlord'):

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

This application was heard by videoconference on December 9, 2025.

The Landlord, the Landlord's Legal Representative, Tim O'Brien, the Landlord's witness, Branko Vojnovic, and the Tenant attended the hearing.

Preliminary Issues:

Tenant's Adjournment Request:

1. At the start of the hearing the Tenant asked for an adjournment. He said he wished to provide additional evidence and to file a separate application under form T3, and that he wanted both matters to be heard together. He explained that he had attended at Legal Aid the week before the hearing and had been told that he could file a new application together with new evidence. He did not file the new application, and he asked for more time to submit further materials.
2. The T2 application was filed in August 2024 and the matter had already been adjourned once in March 2025. On December 1, 2025, the Tenant filed additional evidence together with an amended T2 after consulting with a Legal Aid lawyer. Yet the Tenant still sought more time to file additional documents or a new application. I am not satisfied that

additional time was required or that any further materials exist that could not reasonably have been prepared and served before the hearing. In these circumstances he did not provide a persuasive reason that demonstrated the necessity of an adjournment

3. In the circumstances I found it appropriate to deny the adjournment request. Section 183 of the *Residential Tenancies Act, 2006* (the 'Act') requires the Board to use an expeditious process while ensuring that parties have an adequate opportunity to know the issues and be heard. The Tenant had adequate time to prepare evidence and submissions. He was expected to make the arrangements needed to proceed on the date set out in the Notice of Hearing. Further delay would prejudice the Landlord because this was the second hearing appearance since early 2025.

Amendment Request:

4. On December 1, 2025, the Tenant filed an amended T2 that included Schedule A, Schedule B, and lists of items. At the hearing the Landlord's Legal Representative raised an issue about the scope of the amended pleading. He submitted that the amended reasons and requested remedies referred repeatedly to the removal or reduction of parking and storage as facilities or services. He argued that such claims must be brought by way of a T3 rather than a T2. He also pointed out that the remedies in Schedule B focused largely on alleged loss of parking and storage and introduced new claims that are properly the subject of a T3.
5. The Tenant replied that Legal Aid advised him that a T2 could be filed together with a T3 and the two could be heard together. He acknowledged that he did not file a T3.
6. Having reviewed the amended T2 and considered the parties' submissions I find that most of the amendments are not appropriate to proceed. In the amendment the Tenant alleged that the Landlord discontinued parking and garbage services as of October 11, 2023. This was not pleaded in the original T2 filed on August 11, 2024. The Tenant sought to add these claims on December 1, 2025. Section 29 limits a tenant from filing an application more than one year after the alleged conduct. Allowing the addition of much older events would be procedurally unfair because claims become stale and the Landlord's ability to answer is compromised. It is therefore appropriate to deny matters added out of time and to proceed only with issues that were pleaded in the original T2. I decline to convert the proceeding into a new T3, and I do not permit unrelated new allegations such as claims for older damage.
7. For these reasons I have limited the scope of the hearing to the issues properly before the Board on the original T2. Those issues are:
 - whether the Landlord removed or disposed of the tenant's belongings from the garage in a manner that substantially interfered with the Tenant's reasonable enjoyment or privacy contrary to section 22 of the Act,
 - and whether the Landlord harassed, coerced, or interfered with the Tenant contrary to section 23 of the Act.
8. Any question concerning the removal or reduction of parking or storage as facilities or services is not determined in this order.

Determinations:

9. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Substantial interference—Garage Clean up.

Tenant's evidence:

10. The Tenant testified that he has occupied a rear studio unit in the building for many years. He stated that on or about October 10 or 11, 2023 the Landlord arranged for a junk removal company to clear out the detached garage and that many of his personal belongings stored in the garage were removed without his permission.
11. The Tenant testified that he had used the garage for about 14 years and that he stored in it a large quantity of items accumulated over about 18 years. He stated these items as including a leather massage chair, ladders, bicycle parts and tires, extension cords, pressure washer hoses, Italian floor tiles given by a friend, an oak chest, a table, a crib stored inside a cardboard box, and other tools and materials.
12. At the hearing, the Tenant submitted photographs which he said were taken in the summer of 2023. He stated that they showed the interior of the garage while his belongings were there and showed two truckloads of material being removed. The photographs do not display dates and not all of the items the Tenant described are clearly visible.
13. The Tenant further testified that he was given about 20 minutes notice that the junk removal company was coming on October 10, 2023. He attended at the garage, removed certain items, but did not remove all of the items he now says were important to him. He agreed that he was present while the junk removal company loaded materials into the bins.
14. When asked whether he asked the Landlord on that day or afterward to stop the removal, to return any specific items, or to provide information on where items had been taken, the Tenant admitted that he did not. He said he did not ask because he assumed that everything had already been taken to the dump.
15. The Tenant wished to call an additional witness, Sam Metropoulos (SM), who he said had observed the removal. SM, however, had been present in the virtual hearing room during the earlier part of the evidence despite my instruction at the outset that witnesses must be excluded until they testify. Because the Board could not know how much evidence the proposed witness had already heard, and because the risk of tainted or repetitive evidence was significant, I denied the Tenant's request to call that witness.

Landlord's evidence:

16. The Landlord's son, Branko, testified that his father, Zoran, is the owner of the property and that Branko has assisted his father with the property since childhood. He described the property as having two residential units on the upper floors, a commercial unit on the main floor, and a rear studio unit occupied by the Tenant. There is also a detached garage.

17. Branko testified that for many years the Tenant did minor work for the Landlord on a casual basis, including snow removal, grass cutting, and other small tasks. Branko stated that historically the Landlord had stored dental equipment and construction materials in the garage. After the dental practice relocated, the garage continued to be used for storage of the Landlord's materials and debris associated with renovations.
18. Branko testified that in October 2023 the Landlord negotiated with a new commercial tenant who requested use of the garage as part of the rental arrangement. Because the garage contained a large volume of the Landlord's materials and debris, it had to be cleared. The Landlord first asked the Tenant to assist with moving out junk. According to Branko, the Tenant did some work but complained about paint and materials he did not want to handle. The Landlord then retained *Just Junk* to remove the remaining contents.
19. The Landlord submitted a "*Just Junk*" work order dated October 10, 2023, that lists "Dan" as the customer contact. Branko explained that "Dan" is the Tenant, who was identified as the on-site contact to open the garage because the Landlord does not live at the property. The junk company was instructed to contact the Tenant to obtain access.
20. Branko testified that two loads were removed. He said the materials were principally construction debris and the Landlord's items. He stated that he did not see a leather chair, an oak chest, a table, pressure washer hoses, or vehicle tires in the bins that were filled.
21. The Landlord, Zoran, testified that he used the garage to store dental equipment and other important items, and that before the junk removal he personally removed valuable equipment to his home. He confirmed that he hired and paid the junk removal company, that he attended during the second load, and that he took photographs of the bins. He testified that he saw the Tenant at the property that day, that the Tenant did not tell him that any specific items being removed belonged to the Tenant, that he did not ask him to stop the removal, and that he did not later ask him to retrieve any particular items. The Landlord denied promising the Tenant the right to use the garage as personal storage as part of the tenancy.

Law and Analysis:

22. Section 22 of the Act states:

A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

23. Having considered the evidence and the submissions of both parties, I find that the Tenant has not proven, on a balance of probabilities, that the Landlord substantially interfered with reasonable enjoyment of the rental unit or the residential complex.
24. There is no persuasive evidence that the Tenant held a contractual right to use the garage as exclusive personal storage. I accept the Landlord's evidence that the garage was used primarily for the Landlord's storage, first for dental equipment and later for construction

materials and renovation debris. Clearing that space for a new commercial tenancy, after first asking the Tenant to assist and then retaining a junk removal company, was a legitimate act of property management.

25. The *Just Junk* work order dated October 10, 2023, identifies the Tenant as the contact and supports the Landlord's position that the Tenant's role was to provide access. The Tenant was on site, unlocked the garage, removed items he wished to keep, and observed the removal. He did not tell the Landlord on that day that any particular items in the bins were his, did not ask that the removal stop, and did not later request the return of specific items. His explanation that he assumed everything had already gone to the dump is inconsistent with the significant value he now attributes to those belongings.
26. The Tenant's proof of the existence, condition, and value of the alleged items is weak. The photographs he relied on were taken in the summer of 2023 and are undated. In cross examination he acknowledged that he frequently moved items into and out of the garage from time to time for the purpose of selling them. There is insufficient evidence establishing what items, if any, remained in the garage on October 10, 2023, or the quantity and value of such items.
27. Even if some personal belongings were present and were removed along with the Landlord's debris, the Tenant has not shown that the Landlord's conduct amounted to a substantial interference with reasonable enjoyment or privacy within the meaning of section 22.
28. This part of the application is dismissed.

Substantial interference—Water shut off and vital service.

29. The Tenant testified that on August 11, 2025, the water to his unit was off from about 9:00 a.m. until about 2:00 p.m. with no prior notice. His unit is a rear studio with one bathroom and one kitchen. He contacted the Landlord's son to ask why there was no water and was told that the city had shut it down. He later contacted the city and was told that service was restored by about 2:00 p.m. He believes that a commercial tenant shut off the water and that the Landlord interfered with that commercial tenant.
30. The interruption on August 11, 2025, was a single temporary outage of several hours. There is no reliable evidence that the Landlord caused or directed the shut off. The Tenant is not seeking a specific remedy for this incident. While the outage was inconvenient, on this record it does not amount to a substantial interference within the meaning of section 22 of the Act.
31. This part of the application is dismissed.

Harassment, etc.

32. The Tenant alleged that the Landlord harassed him and pressured him to move out on several dates. He stated that:

- On May 20, 2024, the Landlord said, “*I want you to move*” and accused him of being on drugs.
- On June 24, 2024, the Landlord came to his unit, offered money in exchange for post dated cheques, and again said he wanted the Tenant to move. The Tenant acknowledged during the hearing that nothing improper occurred in that conversation.
- On August 4, 2024, the Landlord said he would call 311 regarding unsafe conditions in the unit.
- On August 20, 2024, the Landlord stated that he would “shut the house down”.

33. The Tenant did not submit e-mails, text messages, letters, recordings, or independent witness statements to corroborate these alleged incidents.

34. The Landlord denied these allegations. He testified that he did not see or speak with the Tenant on May 20, 2024, that he did not speak in an aggressive manner during the conversation on June 24, 2024, that he disputes the Tenant’s account of any conversation on August 4, 2024, and that he did not tell the Tenant he would shut the house down on August 20, 2024. He testified that he has long trusted the Tenant, gave him keys to all units at the property, and employed him for years to do work.

35. Section 23 of the Act prohibits a landlord, superintendent, or agent from harassing, coercing, threatening, or interfering with a tenant. The Tenant relies on a small number of conversations over several months and provides no documentary corroboration or independent witnesses, and he concedes that one conversation was not improper. The Landlord denies the remaining comments. While the Tenant may have perceived certain remarks as unwelcome, the evidence does not establish, on a balance of probabilities, that the Landlord harassed, coerced, threatened, or interfered with the Tenant within the meaning of section 23t. This part of the application is dismissed.

36. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

37. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Tenant’s T2 application is dismissed.

January 15, 2026
Date Issued

Joy Xiao
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.