



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-083778-24

In the matter of: 353 APACHE TRAIL
NORTH YORK ON M2H2W6

Between: Priyanshi Patel Tenant

And

Solomon Mayer Landlord

Priyanshi Patel (the 'Tenant') applied for an order determining that Solomon Mayer (the 'Landlord'):

- 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 their household.
- harassed, obstructed, coerced, threatened, or interfered with the Tenant.

This application was heard by videoconference on January 13, 2026. The Tenant and the Landlord attended the hearing. The Landlord's wife, K. Mayer, was also present.

At the hearing, the Tenant abandoned the claim that the Landlord entered the rental unit illegally.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed
2. The Tenant testified that on October 9, 2024, she towed a car belonging to her friend from a designated parking spot assigned to her. The Tenant incurred costs to retrieve the car.
3. The parties agree that the tenancy agreement stipulates that no guest parking is permitted unless the vehicle is first registered with the Landlord. In the past, the Tenant complied with those terms but stated that she had a medical issue on the night in question which prevented her from notifying the Landlord.
4. The Landlord disagreed that the Tenant always obtained permission and stated that the policy was put in place because of complaints about parking in the residential complex. The Landlord, who lives across the street, noticed the vehicle that night and had it towed.

5. Section 22 of the *Residential Tenancies Act, 2006* (*'the Act'*) provides that 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. In addition, section 23 of the Act provides that a landlord shall not harass, obstruct, coerce, threaten, or interfere with a tenant.
6. Based on all the evidence, while I found the Landlord's conduct excessive because he could have spoken with the Tenant later that day to confirm who occupied her parking spot overnight, the terms of the agreement were clear and understood by the parties that *'NO guest parking allowed unless the vehicle is registered with the Landlord All others will be subject to being towed at the owner's expense.'*
7. Therefore, I find that the Landlord did not substantially interfere with the reasonable enjoyment of the rental unit, harass, obstruct, coerce, threaten, or interfere with the Tenant.

It is ordered that:

1. The Tenant's application is dismissed.

February 5, 2026
Date Issued

Jitewa Edu
Member, 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.