



Order under Section 31 Residential Tenancies Act, 2006

Citation: Tanner v 1983495 Ont LTD, 2026 ONLTB 3396

Date: 2026-02-04

File Number: LTB-T-068225-24 / LTB-T-105407-24

In the matter of: 4, 128 Major Mackenzie Drive East
Richmond Hill ON L4C1H1

Between: Kyle Tanner Tenant

And

1983495 Ont LTD Landlord

And

Peter Vojdani Landlord's Agent
Ataollah Vojdani

Kyle Tanner (the 'Tenant') applied for an order determining that 1983495 Ont LTD (the 'Landlord') and Peter Vojdani and Ataollah Vojdani (the 'Landlord's Agent'):

- 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.

Both applications were heard by videoconference on January 6, 2026. The Tenant, the Landlord's Legal Representative, J. Solomon, and the Landlord's Agent, P. Vojdani (PV) attended the hearing.

The Tenant withdrew the claim about parking from LTB-T-068225-24 because the issue is also contained in his Tenant Application for a Rent Reduction (T3).

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the applications on a balance of probabilities. Therefore, the applications are dismissed.

Cheques

2. The Tenant testified that in August 2023, rental cheques for September and October 2023 were sent to an address provided by the Landlord. By September 9, 2023, the Tenant reissued the cheques because the Landlord claimed that he had not received them.
3. Another cheque for the rent for December 2023, was returned to the Tenant on December 17, 2023. Since then, at the Landlord's instruction, the Tenant has given the rent cheques to a resident of the residential complex, or the Landlord picks them up.
4. 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.
5. Section 108 of the Act provides that neither a landlord nor a tenancy agreement shall require a tenant or prospective tenant to provide post-dated cheques or other negotiable instruments for payment of rent.
6. The Tenant failed to demonstrate that the Landlord substantially interfered with the reasonable enjoyment of the rental unit by the Tenant or harassed him. The Tenant did not claim during his testimony that he was forced to provide post dated cheques but appeared preoccupied that the Landlord may have given him an incorrect mailing address. Nothing in the evidence demonstrates that the Landlord acted in bad faith either in September 2023 when they did not receive the cheques, or in December 2023 when the cheque was returned to the Tenant. To avoid a reoccurrence, the Landlord provided an alternative method of receiving the cheque rather than mailing and that resolved the issue.

Self-Storage Rental

7. The Tenant testified that he had to rent a storage facility in March 2024 because the Landlord was infuriated at his comment over the Landlord's alleged eviction of another Tenant. As the Landlord promised to do the same thing to him, he obtained legal advice and rented the locker.
8. I am not satisfied on a balance of probabilities that the Tenant rented the storage space over comments he failed to establish were made by the Landlord. The decision to rent a storage space after speaking with counsel, rather than immediately bringing an application against the Landlord, was ill-conceived.

Threats of Eviction

9. The Tenant testified that the Landlord's Agent, PV, repeatedly asked him when he planned to vacate the rental unit:
 - a. March 5, 2024 – PV informed the Tenant that he required the rental unit for his nephew.

- b. March 18, 2024, an agent of the Landlord asked the Tenant if he had found another place.
 - c. March 22, 2024 - PV stated that he required the rental unit even though another unit in the residential complex was vacant.
 - d. April 2, 2024 - PV stated that he required vacant possession of the rental unit in order to change the electrical panel which is accessible only from the rental unit and repeatedly asked the Tenant when he would vacate the unit. The Tenant made a recording of this interaction.
 - e. April 3, 2024, and April 21, 2024 – an agent of the Landlord again asked when the Tenant would vacate the unit
 - f. May 15, 2024 - the Tenant informed PV that even though he was looking for a place, he had decided to remain in the unit
 - g. May 23, 2024 - PV who was in the residential complex when the Tenant returned home, asked if he found a place yet.
 - h. June 5, 2024 - PV told the Tenant that he wanted him to vacate the unit over a verbal notice given the year prior
 - i. August 10, 2024 - the Tenant informed PV that he had no intention of moving.
10. PV testified that there were problems with the electrical panel in the rental unit, but it was difficult to get a hold of the Tenant by phone and he frequently returned home late. The year prior, PV had asked the Tenant if he would consider vacating the unit and the Tenant requested a year to do so.
11. PV denied harassing the Tenant and stated that each time he was in the residential complex, the Tenant approached him and when they spoke, the Tenant told him that he was looking for a place. The Tenant's move would solve what PV deemed to be an emergency with the electrical panel as he accused the Tenant of changing the locks to the unit without providing a replacement key.
12. But for the Tenant's undisputed statements to the Landlord that he was looking for alternative accommodation, I would have found the Landlord's conduct to be both harassment and a substantial interference with the Tenant's enjoyment of the rental unit. The Tenant by repeatedly saying he was looking for a place, led the Landlord to believe that the unit would soon be vacant, hence the requests for updates so the Landlord could know what to do about the unit.

Rent Receipts

13. The Tenant stated that the Landlord failed to provide rent receipts and instead provided a one-page document in December 2025 summarising the rent payments made by the Tenant.
14. The Tenant testified that he obtained rent receipts and provided them to PV who signed them about five times in 2024.
15. PV argued that they provided the Tenant with a document which covered the rent paid for the period from January 2018 to December 2025. PV confirmed signing and giving copies of the Tenant's receipt to him approximately nine times in 2025.

16. Section 109(1) of the Act provides that a landlord shall provide free of charge to a tenant or former tenant, on request, a receipt for the payment of any rent, rent deposit, arrears of rent or any other amount paid to the landlord.
17. It is unclear from the evidence when the Tenant first made the request for rent receipts, but the Landlord did sign the copies provided by the Tenant. In this circumstance, I am not satisfied that the Landlord substantially interfered with the reasonable enjoyment of the rental unit by the Tenant. Going forward, the Landlord must immediately provide to the Tenant a receipt for the payment of rent, as requested.

It is ordered that:

1. The Tenant's application is dismissed.

February 4, 2026
Date Issued

Jitewa Edu
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.