



Order under Section 31 Residential Tenancies Act, 2006

Citation: Porter v Alter, 2026 ONLTB 4121

Date: 2026-02-26

File Number: LTB-T-060171-22

In the matter of: 10, 2900 KEELE ST
NORTH YORK ON M3M2H1

Between: Deon Porter Tenants
Tom Heath

And

Alan Alter Landlords
Michael Alter

Deon Porter and Tom Heath (the 'Tenants') applied for an order determining that Alan Alter and Michael Alter (the 'Landlords'):

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

This application was heard by videoconference on January 8, 2026. The Tenants and their Legal Representative, R. Mahavalirajan, attended the hearing.

As of 1:52 p.m., the Landlords were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenants' evidence.

Determinations:

1. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Tenants moved into the rental unit on May 1, 2008.
3. The lawful monthly rent has been \$1,020.00 since October 2022.

Parking

4. The Tenants testified that a parking spot was designated to them based on the terms of the tenancy agreement. The Landlords, who purchased the residential complex in 2022, asked the police on October 12, 2022, to order the Tenants to remove their truck from the parking spot and their items from a garage. The police ignored the Tenant's entreaties when a parking enforcement officer towed the truck from the parking spot.
5. The Tenants produced a copy of the tenancy agreement which showed one parking spot was designated to them. The Tenants were unable to retrieve the truck because they had no money and did not know where it was towed. They testified that the value of the 2006 F150 truck with about 280,000 mileage is between \$8,000.00 to \$9,000.00.
6. The Tenants provided a police report which showed that the Landlord wanted their truck towed because they had no rights to a parking spot.
7. 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.
8. Based on all the evidence, I am satisfied that the Landlord substantially interfered with the Tenants' reasonable enjoyment of the residential complex by asking parking enforcement to tow their truck despite the tenancy agreement stating that they are entitled to a parking spot. However, I am unable to verify the true value of the truck. At the hearing, the Tenants claimed it was between \$8,000.00 and \$9,000.00 while in the amended application, it was worth \$10,000.00 and \$16,000.00, respectively. No documentary evidence was provided to assist the LTB in ascertaining a value.
9. In addition, the Tenants basis for the monetary award for the truck is found in Remedy 5 of their application where they state that *'The landlord ... must pay me for the costs to repair or replace my property that was damaged, destroyed, or disposed of because of their actions'*.
10. While I am satisfied that the truck was towed from the residential complex because of the actions of the Landlords, there is no evidence that it was damaged or destroyed, and preventing its disposal was entirely up to the Tenants. The Tenants did not take any meaningful steps to retrieve the truck even though they spoke with both the police and the parking enforcement officer on October 12, 2022, and could have obtained the necessary information to get it back. The Tenants would have been entitled to the reasonable out of pocket expenses incurred for the retrieval of the truck.

Garage

11. The Tenants claimed that although the tenancy agreement is silent on a garage in the residential complex, they have occupied and paid \$100.00 monthly for it since 2008. The

Landlords asked the Tenants to remove their items from the garage claiming that they did not pay for its use.

12. The Tenants stored items in the garage which they intended to sell abroad and testified that the value amounted to \$16,356.99. On January 23, 2023, the Landlords removed the items from the garage and placed them outside the residential complex. The Tenants did not retrieve the items because they had no place to store them.
13. The Tenants contacted their previous Landlord in an undated text message informing her that they needed her to say that they rented the garage from her. In response, that Landlord stated '*... yes you was rent in 2008 with us tu'o'ng parking 1 outside and 1 garage OK*'. I do not find this induced information persuasive.
14. The Tenants presented receipts from a previous Landlord which showed they paid \$1,020.00 in rent. The Tenants also presented a phone conversation with a previous Landlord who appeared to say that they told someone that the Tenants rented the garage 'for rent relief in the building.'
15. The evidence demonstrates that the Landlords sent repeated letters to the Tenants requesting that they remove their belongings from the garage: on September 27, 2022, October 7, 2022, October 26, 2022, and December 14, 2022. The Tenants did not respond to any of the letters with the claims they made at the hearing.
16. The tenancy agreement does not show an entitlement to the use of the garage and the rent receipts are silent on a \$100.00 fee for the garage. Therefore, I am not satisfied on a balance of probabilities that the Tenants paid \$100.00 monthly for the use of the garage.

It is ordered that:

1. The Tenants' application is dismissed.

February 26, 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.