



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-073174-24

In the matter of: 792 Moonrock Ave
sudbury ON P3E0B3

Between: Khalid Alzain Tenant

And

Inderpal Gill Landlord

Khalid Alzain (the 'Tenant') applied for an order determining that Inderpal Gill (the 'Landlord'):

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

This application was heard by videoconference on October 30, 2025.

Only the Tenant attended the hearing.

As of 9:38 AM, the Landlord was 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 Tenant's evidence.

Determinations:

1. The Tenant's application is dismissed because the Board does not have jurisdiction to award the remedy sought in the Tenant's application.
2. The Tenant's application alleges that the Landlord harassed, obstructed, coerced, threatened or interfered with the Tenant by sending abusive text messages, making demands that the Tenant vacate immediately, refusing to provide proper contact information and by refusing the Tenants preferred payment method and insisting that the Tenant pay rent by eTransfer. The only remedy sought in the Tenant's application is \$7,000.00 for the Tenant's moving and storage expenses. The Tenant provided an explanation for how they calculated the expenses by stating "from previous location".
3. At the hearing the Tenant explained that they moved from Newfoundland to the rental unit and that when they arrived the unit was not ready due to several maintenance issues. The Tenant stated they would like their moving expenses covered from Newfoundland to Ontario.

4. Not only is there no factual nexus between the allegations in the Tenant's application and their explanation of the remedy sought, the Board also does not have jurisdiction to grant the remedy sought. Although the Board may, pursuant to section 31(2) of the Residential Tenancies Act, 2006, award reasonable out-of-pocket moving and storage expenses that a tenant has incurred or will incur, this remedy applies only where the Board is satisfied that the tenant was induced by the landlord's conduct to vacate the rental unit. It does not extend to costs incurred by a tenant in moving from a former address into the rental unit.
5. Accordingly, the Tenant's application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

March 24, 2026
Date Issued

Melissa Anjema
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.