



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-047339-25

In the matter of: Main Unit, 88 CARL TENNEN ST
THORNHILL ON L4J7B7

Between: Adel Kildeev Tenant
Olga Kildeeva

And

Mark Watkin Landlord

Adel Kildeev and Olga Kildeeva (the 'Tenant') applied for an order determining that Mark Watkin (the 'Landlord') substantially interfered with the Tenant or a member of the Tenants' household. And, harassed, obstructed, threatened or interfered with the Tenants.

This application was heard by videoconference on April 16, 2026.

Only the Tenant, Adel Kildeev, attended the hearing on behalf of both named Tenants.

As of **3:24pm**, 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. 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 application is amended to reflect that the Tenants rented the main floor of the residential complex. There was a separate tenancy in the basement of the residential complex.
3. The Tenant submits that on July 10, 2024 that the Landlord substantially interfered with their enjoyment of the rental unit when they parked their car in the Tenants allocated parking spot for a period of approximately two hours.
4. The Tenant further submits that on July 23, 2024 the Landlord had roofing contractors attend the rental unit to perform roof repairs that took place between the hours of 7:00pm and 9:00pm. That this substantially interfered with their enjoyment of the rental unit because the Landlord did not give the Tenant any notice of the contractors attending.

5. After the Tenants vacated the rental unit on or about September 30, 2024, they left behind a barbeque and a propane tank. They had arranged to retrieve the barbeque and tank at some point in October of 2024 and the Landlord refused to respond to the Tenants messages regarding the same and would not permit access to retrieve them. The Tenant provided no documentary evidence of the condition of the barbeque or the propane tank for me to consider. They provided no receipts or comparable estimates for the replacement costs. On this basis, I am not satisfied that the value of the barbeque or the propane tank estimated by the Tenant at \$350.00 is appropriate. Additionally, the Tenant failed to provide any documentary evidence supporting their assertion that there was any promise made by the Landlord after they already vacated the rental unit to return the barbeque or propane tank or even that it was still being stored by the Landlord.
6. While I accept that the Landlord parking their vehicle in the Tenants allotted spot for a period of two hours was bothersome to the Tenants, I do not find that the Landlord substantially interfered with the Tenant on this basis. Aside from the vehicle parked there, the Tenant led no evidence with respect to how the parking of the vehicle caused any major inconvenience aside from the Tenant having to park down the street for a couple of hours instead.
7. With respect to the roofing repair, I would agree with the Tenants that the Landlord should have provided notice to the Tenant that they would have roofing contractors attend the property to perform roof repairs so that they could make arrangements to avoid hearing the nailing of shingles, I do not find the two hour inconvenience rises to the level of substantial interference with the Tenants enjoyment of the rental unit.
8. For these reasons the application must be dismissed.

It is ordered that:

1. The Tenants' application is dismissed.

April 24, 2026
Date Issued

Terri van Huisstede
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.