



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-068232-23
LTB-T-068158-23

In the matter of: 55 Lake Drive North
Keswick ON L4P1A5

Between: Sasha Dewitt aka Sasha Clark Tenant

And

Farhad Alavi Mehr Landlord

Sasha Dewitt aka Sasha Clark (the 'Tenant') applied for an order determining that Farhad Alavi Mehr (the 'Landlord'):

- collected or retained money illegally. (T1 Application LTB-T-068158-23)
- and
- 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.

(T2 Application LTB-T-0678158-23)

This application was heard by videoconference on June 11, 2026.

The Landlord, the Landlord's representative Alireza Hesami and the Tenant attended the hearing. The Tenant's spouse Casey Dewitt also attended the hearing.

Preliminary Issues:

1. The parties agreed that Sasha Dewitt is also known as Sasha Clark and the application should be amended to reflect her married name.
2. It was also determined that Casey Dewitt was not a tenant, and therefore his name was removed from the T1 and T2 applications.
3. The Landlord raised the issue that the Tenant had filed significant disclosure just before the hearing and in contravention of the interim order of Vice Chair Patchett issued on May

16, 2024 requiring disclosure by May 23, 2024. The Landlord had a similar disclosure deadline of May 30, 2024. Both parties contravened that requirement and gave insufficient reasons at this hearing as to why they could not comply. During this hearing, I listened to the hearing recording of Vice Chair Patchett, which made it clear that both parties were aware of the deadlines, and the Tenant even took notes of the timelines. I do not believe the Tenant's statement therefore when she says she thought she had until seven days before the hearing. I therefore refused to admit into evidence both the Landlord and the Tenant's late disclosure filings.

T1 Determinations:

Unlawful Rent

4. As explained below, the Tenant proved the allegation relating to unlawful rent charged on a balance of probabilities. Therefore, the Landlord must **pay the Tenant \$960.00**.
5. The Landlord conceded that the Tenant was charged a \$24.00 rent increase without being served the required N1 notice of rent increase. The increase is void, therefore.
6. Although the Tenant paid the rent increase for at least one year, the Tenant filed this application disputing the validity of the rent increase within one year after the date the increase was first charged. The increase is therefore not voided per section 135.1.
7. Based on the Landlord's concession and the evidence at the hearing, I find the Landlord unlawfully raised the rent by \$24.00 from September 1, 2022 until the Tenant moved out of the rental unit on April 7, 2025.
8. Although the Tenant's application states she agrees to pay the \$24.00 rent increase, the Tenant cannot waive or agree to a term in conflict with the *Residential Tenancies Act*, 2006 (the 'Act') (see section 3 of the Act). I have no jurisdiction to order the Tenant pay that unlawful rent increase.
9. The Tenant claims a remedy of \$912.00. The total amount of unlawful rent increase paid by the Tenant exceeds the amount requested by the Tenant by \$192.00. This is because the unlawful rent charged from September 1, 2022 to April 7, 2025 totals \$1,104.00. My jurisdiction is limited to the amount claimed by the Tenant and therefore it is reasonable to require the Landlord to pay the full amount claimed of \$912.00.

Unlawful Rent: Parking Charge

10. The Tenant did not prove the allegations of unlawful parking fee charged as contained in the application on a balance of probabilities. Therefore, that portion of the T1 application is dismissed.
11. It is not disputed by the Landlord that he first requested to raise the rent by 5% (\$100.00) in August 21, 2022. Later that day he amended his request, raising the rent by \$24.00 (1.2%,) but also added a \$76.00 parking fee.

12. The Tenant paid this amount until the tenancy ended in 2025. No oral or documentary evidence was put forward that the Tenant disputed the amount at the time. The lease agreement between the parties gives two parking spots to the Tenant – one inside the garage and one outside. Extra parking spots were an extra cost. The Tenant never parked in the garage however, because her personal belongings filled it. She has parked both vehicles outside since she moved in June 1, 2020.
13. The Tenant submits that the Landlord agreed to the third parking spot verbally and by his conduct. He never disputed where she was parking. She submits the parking claim was only brought so the Landlord could raise the rent by the full \$100.00 he had originally claimed.
14. The Landlord did not testify at the hearing. It was put to the Tenant by the Landlord's representative if she recalls sending a text to the Landlord saying she would be 'figuring out the parking soon', however no specifics as to date and time were put to the Tenant. The Tenant doesn't recall this message. The Landlord did not testify to lead evidence oral or documentary regarding this alleged text and did not within the disclosure deadlines in this case, submit any document in support of this text. The rule of *Brown v. Dunn* requires, in addition to putting a fact to the opposing witness, leading evidence of that fact with one's own witnesses, oral or documentary. That was not done here. I therefore give no weight to the suggestion by the Landlord's representative that the text exists.
15. **Section 123** of the Act permits a landlord to increase the rent charged to a tenant for a rental unit at any time if the landlord and the tenant agree to the addition a service, in this case a third parking space.
16. In this case, the Tenant and Landlord came to an agreement, either expressly or impliedly. The Tenant conceded that she could not park in the garage, and that she wanted to keep the cars outside. She agrees that she wanted and used the third parking space. She chose not to give up the extra space and chose not to park in the garage. Therefore, she chose not to refuse the parking fee. Although the Tenant claims she had no choice, because another tenant parked in front of the garage door, she provided no evidence why she could not ask the Landlord or that person to park elsewhere, such as at the back, so she could exercise her rights to her parking space inside the garage. She chose not to use the garage space out of convenience, not because she had no choice.
17. The evidence before me is that the Landlord and Tenant agreed verbally and by their conduct that a third space would be used. The Tenant used that space for two years.
18. The Tenancy Agreement also specifically permits the Landlord to charge an extra fee if a third parking space is wanted above the two permitted parking spaces inside and outside.
19. As to the amount of the charge, the Landlord proposed this amount and there is evidence of an implied agreement by the Tenant to pay it. The Tenant did not refuse to pay it, and in fact did pay the amount for the next 3 years. Although the Tenant testified the Landlord threatened "to move his sister in" if she didn't pay the amount and she was trying to avoid eviction, texts from the Landlord make no mention of a threat to evict. The Tenant also did not dispute this amount until she was served an N5 notice of termination on August 28, 2023. Instead, she continued to use the third space and continued to pay the fee.

20. Therefore I find the Landlord's parking charge not unlawful and that Tenant's claim on that issue is dismissed.
21. Even if I am wrong, the Tenant's monetary remedy claim limits a remedy to \$912.00 which has already been fully ordered in this case. The Board cannot give the Tenant more than she asked for in her application.

T2 APPLICATION DETERMINATIONS:

22. Prior to the hearing the Landlord raised the preliminary issue that the Tenant's claims in their T2 Application were outside the one year limitation period permitted by section 29 of the Act, and that those with unidentified dates were vague and without particulars, such that the Landlord could not know the case to be met.
23. The Tenant filed their application on August 30, 2023.
24. The dated incidents claimed in the application ranged in time from March 19, 2022 through to August 28, 2022. Those incidents, which include substantial interference for loud parties, bathroom maintenance disruption, serving an N5 notice and utility costs are outside the one year limitation and therefore statute barred.
25. The Tenant claims that the Landlord served an N5 notice of termination. Although she claimed no date, the Landlord agrees the date was August 28, 2023 and is within the time permitted. However, a Landlord is entitled to exercise rights under the Act. No other detail was alleged that anything other than a notice being given occurred, which would rise to the level of substantial interference or harassment. The content of the notice itself can be disputed by the Tenant and in fact was disputed by the Tenant.
26. The Tenant's application raises other issues without dates and times, such as dates the Landlord has extra guests, and showings for the sale of the property. I agree with the Landlord that those claims are insufficient for the Landlord to know the case to be met. They do not identify any particular incident with sufficient particularity for the Landlord to respond or to assess if the limitation period is passed.
27. For the reasons above the application must be dismissed as disclosing no reasonable cause of action pursuant to section 197 of the Act.
28. Regardless, the Tenant claimed no remedy in their T2 application except that the Landlord stop his behaviour. The application is therefore moot, because the Tenant's have vacated the rental unit on April 7, 2025. The Board cannot give the Tenant a remedy which they have not claimed or one governing behaviour when the tenancy has ended.

It is ordered that:

1. The Tenant's T2 application is dismissed.
2. Regarding the Tenant's T1 application, the total amount the Landlord shall pay the Tenant is \$960.00. This amount represents:

- \$912.00 for return of unlawful rent charged from September 1, 2022 to April 7, 2025.
 - \$48.00 for the cost of filing the application.
3. The Landlord shall pay the Tenant the full amount owing by June 26, 2026.
 4. If the Landlord does not pay the Tenant the full amount owing by June 26, 2026, the Landlord will owe interest. This will be simple interest calculated from June 27, 2026 at 4.00% annually on the balance outstanding.

June 15, 2026
Date Issued

Julie Broderick
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.