



Order under Section 130 Residential Tenancies Act, 2006

File Number: LTB-T-019942-25

In the matter of: Apartment 4, 128 Major Mackenzie Dr East
RICHMOND HILL ON L4C1H1

Between: Kyle Tanner Tenant

And

1983495 Ont Ltd. Landlord

Kyle Tanner ('KT' or the 'Tenant') applied for a reduction of the rent charged for the rental unit due to: a reduction or discontinuance in services or facilities provided in respect of the rental unit or the residential complex. (T3 application)

This T3 application was heard by videoconference on June 4, 2026.

The Tenant, the Landlord's Legal Representative, Jaclyn P Solomon ('LLR'), and the Landlord's Agent (principal), Ataollah Peter Vojdani ('APV'), attended the hearing.

Determinations:

1. The Tenant's claim in the T3 application is that the parking spot he was assigned as part of his tenancy agreement was taken away by the Landlord on or about March 23, 2024.
2. The Tenant, KT, referred to his original 2014 lease (TT#2) and paragraph 8 of that lease (TT#1) to establish that as part of the monthly rent, a parking spot was designated as his – that is, the southernmost parking spot adjacent to his rental unit window (TT#4- two photos of parking lot from different angles). It was established the Landlord bought the rental unit property from the previous landlord in or about May 2018.
3. KT testified that another tenant in the building, a Mr. Salar, used his parking spot gratis (friendly agreement) but when Mr. Salar moved out on July 1, 2024, he told KT that APV had verbally given that spot to Mr. Salar (TT#3-Salar statement).
4. KT testified he has never owned a vehicle but when his family visits him, his supposedly designated parking spot has never been available to them to use. During cross-examination, KT confirmed he has never written the Landlord or APV about any issue with the parking spot, but he recalled speaking with APV about parking in mid-August and November 2024.
5. APV agreed with KT about the designated spot assigned KT- APV identified LL#1, which is a second, slightly different excerpt of paragraph 8 of the lease, but brought before him to

identify. APV declared before me, more than once, that the parking spot designated for KT has never changed; that is, APV testified he never took away or moved the spot, neither did he decide to give it to someone else.

6. APV noted that as part of the designated spot, KT had agreed in the lease to abide by the conditions for that parking spot, which he said KT has never done. Both TT#1 and LL#1 evidence that in order to have the spot as given in the lease, the Tenant must identify the vehicle's license plate number to the Landlord, and be able to show, if asked, that he has a valid vehicle registration along with valid insurance coverage. However, APV testified KT has never owned or rented a vehicle and KT has never produced a license plate number to the Landlord or to APV to see. I inferred that this also extended to KT's family who KT had testified visits him from time to time. APV also testified that until the T3 application was filed, he cannot recall KT ever raising the parking spot issue with him, and certainly ever complaining about the parking spot.
7. APV referred to marked-up photo of the parking lot area (LL#2), to show where KT's parking spot is relative to the other 5 spots on the lot. APV stated that no one currently parks in the garage behind the six spots.
8. On or about August 1, 2023, APV testified he posted a notice to all tenants in the building that only tenants could park in the allotted spots, so long as they abided by the terms of their respective leases (LL#3 – notice). KT confirmed having received the August 1, 2023 dated notice. APV further testified that if there are guests who visit the tenants of the building, there is ample parking adjacent to the property on Ruggles Avenue.
9. From the foregoing, I find the Tenant did not prove the allegations contained in the T3 application on a balance of probabilities. As a result, the Tenant is not entitled to the list of remedies he requested (summarized in TT#5).
10. What the Tenant did achieve in the hearing is a confirmation that his designated parking spot is his as part of his tenancy agreement, and if he complies with the conditions set out in the original lease, he will be able to park in the southernmost parking spot in the parking area adjacent to his rental unit window (TT#4, spot #1 in LL#2). In an effort to bring the matter to a close, the parties were not opposed to an order reaffirming the lease (TT#1, LL#1, TT#2) and the conditions contained therein.

It is ordered that:

1. Under the tenancy agreement for the Tenant, the monthly rent for the rental unit includes one parking spot which is identified in the signed lease (and shown as spot #1 in n LL#2). To be clear, paragraph 8 of the signed lease (TT#1) is still in force, and it sets out as follows:

The Tenant, Kyle Tanner, "shall be provided 1 parking spot and that is specifically identified as [the] section at the furthest south extent of the parking area. The Tenant understands and agrees that they must as a condition of parking provide the Landlord with the vehicle licensing information, and that they are only permitted to park the vehicle identified to the Landlord in the parking space provided. The Tenant understands and

agrees that they must at all times maintain valid insurance and vehicle registration on the vehicle they intend to park in the parking space provided through this agreement and the Tenant understands and agrees that failure to do so may result in the suspension of privileges and the Landlord requiring the Tenant to remove the vehicle at their own expense from the property."

June 29, 2026
Date Issued

Alex Brkic
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.