



## Order under Subsection 135 & 31 Residential Tenancies Act, 2006

**Citation:** Moezzam v Saini, 2023 ONLTB 59135

**Date:** 2023-08-28

**File Number:** LTB-T-072601-22-LTB-T-072611-22

**In the matter of:** 4 Wicklow  
Brampton, ON L6X 0J7

Tenant

**Between:** Alvi Moezzam

**And**

Landlords

Jasminder Singh Saini  
Paramjit Kaur  
"Giovanni" aka John Villella

Alvi Moezzam (the 'Tenant') applied for an order determining that Jasminder Singh Saini, and Paramjit Kaur (the 'Landlords') collected or retained money illegally (T1 application, LTB-T-072611-22).

Further, the Tenant applied for an order determining that the Landlords and their agent, "Giovanni" aka John Villella ("JV") substantially interfered with their reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household, and harassed, obstructed, coerced, threatened or interfered with the Tenant (T2 application, LTB-T-072601-22).

These applications were heard by videoconference on November 25, 2021, April 29, 2022 and July 6, 2023.

JV, the Landlords, the Tenant and the Tenant's witness Salomi Paryag attended the hearing.

### **Determinations:**

#### *Preliminary Issues*

1. Prior to the hearing, both parties raised preliminary issues with respect to the applications.
2. The Tenant raised the issue of JV appearing simultaneously as an advocate for himself and the Landlords. The Tenant relied upon Rule 4.04 of the *Paralegal Rules of Conduct*.
3. As explained at the hearing, it was found that there was no issue with JV appearing as an advocate for himself and the Landlords. JV was specifically named as a party in the

Tenant's T2 application and in accordance with the Board's *Rules*, paralegals and lawyers are permitted to present evidence on behalf of a landlord.

Order Page 1 of 5

4. That said, JV never testified on behalf of himself or the Landlords and had only contested the Tenant's applications as a representative and as such, the provisions of Rule 4.04 did not apply.
5. Further, JV raised a preliminary issue outlining that the Tenant's application were statute-barred as the Tenant's applications were filed on November 19, 2020 (T2) and November 20, 2020 (T1), respectively. JV relied upon s. 29(2) of the *Residential Tenancies Act, 2006* (the 'Act') that states no application may be made more than one year after the day the alleged conduct giving rise to the application occurred.
6. JV alleges that the Tenant had vacated the unit as of November 20, 2019.
7. The Ontario government had enacted Ontario Regulation 73/20 with respect to the *Reopening Ontario (A Flexible Response to COVID-19) Act, 2020* on March 20, 2020, which had suspended limitation periods for any provision of any statute from March 20, 2020, until September 14, 2020.
8. As such, the Tenant was afforded an additional 183 days with respect to the filing of his applications, to May 20, 2021. As such, the Tenant was permitted to allege issues which had occurred from May 21, 2020, to November 20, 2020 when he vacated the unit.
9. Further, the Tenant sought to amend his remedies with respect to his applications. This request was denied as the Tenant had failed to serve the Landlords with a copy of his amended application in advance of the hearing as required under Rule 15.2 of the Board's *Rules of Procedure*.
10. As well, at the conclusion of the November 25, 2021 hearing date, an interim order was issued directing the Tenants to organize and refile their evidence in accordance with the *Rules*. The Tenant did so prior to the July 6, 2023 hearing date.

### *T2 Application*

11. The Tenant and his witness testified that he had moved into the rental until on March 1, 2019 and that the Landlord had employed JV as a property manager in and around September 13, 2019. JV attended at the unit with paperwork to advise the Tenants of same.
12. The Tenant alleges that JV on behalf of the Landlords had acted in an arrogant manner with the Tenants, having advised the Tenants that the residential complex was to be sold. Further, the Tenant and his wife allege that JV had phoned their respective employers to discuss their personal affairs.
13. Entered into evidence were two recorded phone calls the Tenant had made to both his own employer and his wife's employer in which the Tenant discusses with the respective parties the phone calls JV had made to them that outlined that JV was aggressive over the phone and had mentioned issues such as the changing of the locks and issues with the mail.

14. The Tenant and his wife allege that due to the harassing phone calls and intimidating nature of JV, plus the fact that the Landlord had intended to sell the residential complex, they felt they had no choice but to vacate the unit on November 20, 2019, less than a year into their tenancy.
15. The Tenant alleges that the location of the residential complex was key in their choice to rent as the residential complex was close to a GO Station that facilitated easy transportation to school for his daughter. The Tenant testified that he had planned on staying in the unit for 2 years while his daughter was in university.
16. Further, the Tenant alleges that they had to change the locks in the unit in May of 2019 as the Tenant's wife had become fearful of the Landlords. In an e-mail sent to JV by the Tenant on September 24, 2019, the Tenant advises JV that he had received permission from the Landlord to do so. The Tenant further alleged that the locks were changed because he believed the Landlord was visiting the residential complex without advising the Tenant.
17. The Tenant and his wife further alleged that the Landlord had left storage bins filled with stones on the property along with other items that were left in the garage that the Landlord had never removed despite repeated requests to do so.
18. The Tenant also alleged that the Landlords failed to change their address and had to collect the Landlords' mail on their behalf.
19. The rent for the unit was \$2,200.00 per month. The Tenant is requesting \$528.00, which is 3% of rent paid from March 2019 until November 20, 2019. The Tenants is also seeking \$2,400.00 for the difference in rent he was required to pay for a period of one year as he alleges he was forced to move from the unit, along with \$1,505.00 for moving expenses.

### *T1 Application*

20. The Tenant alleges that the Landlords failed to apply his last month's rent deposit to his last month in the amount of \$2,200.00. The deposit was collected prior to the start of the tenancy, which was March 1, 2019 and also owes interest on the last month's rent deposit.
21. The Tenant also alleges that the Landlord owes him an additional \$2,200.00 in accordance with s. 135(1.1) for compensation as the Tenant alleges he vacated the unit due to the Landlord selling the unit.
22. The Tenant also alleges that he is owed \$723.28 worth of rent as he had paid rent for the month of November 2019 but had vacated the unit as of November 20, 2019 and is owed 10 days rent.

### *Analysis & Findings*

23. With respect to the Tenant's T2 application, we are not satisfied on a balance of probabilities that the Landlords or JV substantially interfered with the Tenant's reasonable enjoyment of the unit or harassed the Tenant.

24. With respect to the conduct of JV, the phone calls between the Tenant and his and his wife's employers outline that phone calls were made by JV however, the content of same was limited in nature. Further, the Tenant was seemingly trying to illicit answers from the parties he was speaking with that were advantageous to his case. Many leading questions were asked by the Tenant in an attempt to get information in which more often than not, the party the Tenant was speaking with had limited memory or notes of.
25. The letter sent to JV from the Tenant dated September 18, 2019 requested that JV refrain from making calls to the Tenant's employer and outlined some of the details of the call however, neither phone call the Tenant made had outlined what the nature of the call was. JV never testified and no evidence was provided showing just exactly what the reason of the calls may have been.
26. Further, the Tenant never provided evidence as to the impact of the phone calls and how he had been substantially interfered by same.
27. Further, the majority of the e-mails seems to have been sent from the Tenant to the Landlords or JV. While the Tenant claims that the phone calls, e-mails and texts forced him and his wife to vacate the unit it is clear from the evidence provided that the Tenant initiated the majority of the e-mails sent and never at any time requested that JV or the Landlords not e-mail or text him for any reason.
28. Further, details such as dates and times with respect to the alleged harassment and other activities were not included in the Tenant's application nor were they adequately expanded upon within his evidence.
29. As well, with respect to the Tenant's changing of the locks which had been reported to the Ministry of Housing & Municipal Affairs. That complaint had been resolved. The Tenant seemingly used this tactic to try to negotiate an end to the tenancy based on the Landlord wanting to sell the residential property.
30. As well, we do not find that the issues raised regarding the storage of items at the residential complex rise to the level of substantial interference or harassment on the part of the Landlord.
31. With respect to the Tenant's application under s. 135 of the Act, we are not satisfied on a balance of probabilities that the Landlord has illegally obtained money in contravention of the Act.
32. The Tenant sent an e-mail to the Landlords and JV on November 13, 2019 advising that he intends on vacating he unit as of November 20, 2019. The Tenant alleges that he and his wife were moving due to the ongoing harassment by the Landlord and JV.
33. Once the Tenant learned that the Landlords had sought to sell the residential property, the Tenant began making demands of the Landlord in order to facilitate his moving from the unit including requesting that the Landlord find him a new unit and pay 3 months of rent.

34. No evidence was presented at any point showing that the Landlord had intended for the Tenant to vacate the unit or asked the Tenant to vacate the unit. That said, the Tenant sent the Landlord numerous e-mails in an attempt to negotiate his release from the lease.
35. As such, we're not satisfied that the Landlord was provided a notice under s. 48 or 49 under the Act and is not entitled to compensation under ss. 48.1 or 49.1.
36. Section 88 of the Act outlines that where a tenant vacates a unit where there had been no agreement to terminate the lease, the arrears of rent are owing to the Landlord for the period that end on the earliest termination date that could have been specified in a notice, had the notice been given in accordance with the Act.
37. Section 44(2) of the Act outlines that a notice under s. 47 shall be given at least 60 days before the date of termination. In this case, having provided notice on November 13, 2019, the arrears of rent are owing to January 13, 2021 and as such, the Tenant is not owed his last month's rent deposit, the interest for same, or the balance of rent for 10 days between November 20, 2019 and November 30, 2019.

*Costs*

38. JV requested costs for both the Board and the Landlords as he alleges the Tenant failed to comply with the interim order regarding the reorganization of his evidence which led to increased preparation time.
39. While the reorganized information may have been listed differently, the Tenant effectively adhered to the interim order and as such, no costs will be awarded.

**It is ordered that:**

1. The Tenant's applications are dismissed.

**August 28, 2023**

**Date Issued**

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Terri van Huisstede

Member, Landlord and Tenant Board

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Jagger Benham

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