



**Order under Section  
Residential Tenancies Act, 2006**

**Citation:** Vejvoda v Pharand, 2022 ONLTB 13765

**Date:** 2022-12-06

**File Number:** LTB-T-048814-22

**In the matter of:** 6, 1 WHITTAKER ST  
SUDBURY ON P3C3W8

**Between:** Allan Vejvoda Tenant

**And**

Jean Serge Pharand Landlord

Allan Vejvoda (the 'Tenant') applied for an order determining that Jean Serge Pharand (the 'Landlord') or the Landlord's superintendent / agent changed the locks to the rental unit without giving the Tenant replacement keys, and substantially interfered with the Tenant's reasonable enjoyment of the rental unit and harassed, coerced, obstructed, threatened or interfered with the Tenant.

This application was heard by videoconference on October 13, 2022.

The Landlord and the Tenant attended the hearing.

**Determinations:**

1. The Tenant's application is a T2 Application, brought pursuant to s.29(1) [Residential Tenancies Act, 2006](#) (the 'Act'), was filed on August 29, 2022.

*Change of locks*

2. The Tenant occupies one of 8 rooms within the building. The Tenant alleges the Landlord changed the lock to his room on August 25, 2022 while he was in a bathroom in the residential complex. Upon discovering his room was locked, he testified he called the police and then immediately thereafter the Landlord changed the lock back. The Landlord denies changing the lock, and admittedly, there were no further access issues.
3. The onus to prove this allegation rests with the Tenant, and based upon the conflicting evidence, there was insufficient evidence to determine on a balance of probabilities whether the Landlord changed the locks. Moreover, in the event the locks were changed, based upon the Tenant's own version of events the Tenant was given access and/or a functional key shortly thereafter. This allegation is accordingly, dismissed.

*Substantial interference*

4. The Tenants testified the Landlord “eavesdropped” upon a conversation he was having with another tenant and interfered with the Tenant’s relationship with that person.
5. The Landlord denies “eavesdropping” or interfering with the Tenant’s relationship with others. The Landlord testified he was notified by another tenant in the building of inappropriate texts sent from the Tenant. Upon reviewing the texts sent to the other tenant, the Landlord testified he determined they were not acceptable and accordingly, he advised the Tenant to change his behaviour. Based upon the evidence presented with respect to this allegation, I do not find the Tenant has established a breach under the Act.
6. The Tenant also alleges the Landlord served the Tenant with a Form N7 notice of eviction for July 31, 2022 and subsequently, cancelled the rent auto deposit function and refused to accept rent from the Tenant. While the merits of the Landlord’s Form N7 is not before me, the Landlord’s service of the Form N7 notice of termination does not unilaterally terminate the tenancy and accordingly, the Tenant’s obligation to pay rent continues. The Tenant produced a text message from August 1, 2022 whereby the Landlord notified the Tenant “*I am refusing your rent deposit....your last month’s rent will cover the August rent.*”. As a result of the Landlord’s refusal to accept rent beyond the termination date in the Form N7, the Tenant was forced to secure legal assistance to inform the Landlord of the Tenant’s “*right to occupy the room at the subject property*” until such time that there is an order for eviction. The Tenant seeks reimbursement for the \$200 he paid for the letter. Given the Landlord’s interference with the Tenant’s then existing right and obligation to pay ongoing rent, I find the Tenant should be entitled to reimbursement of this out-of-pocket expense.
7. The Tenant also sought an order that the security cameras installed at the building “not be allowed to record audio”. The Landlord denies the security cameras record any sound and testified the cameras are not intrusive and welcomed by other tenants for safety measures. The onus to prove this allegation rests with the Tenant, and no pictures, recordings or other supporting evidence was rendered in support of the alleged invasion of privacy. I find there was insufficient evidence to determine on a balance of probabilities that a breach under the Act has been established, and accordingly, this request is denied.

**It is ordered that:**

1. The Landlord shall not interfere with the Tenant's legal right to pay rent.
2. The Landlord shall pay to the Tenant \$200 for the Tenant's out of pocket expenses resulting from the Landlord's refusal to accept rent.
3. The Landlord shall also pay to the Tenant \$48.00 for the cost of filing the application.
4. The total amount the Landlord owes the Tenant is \$248.00.
5. If the Landlord does not pay the Tenant the full amount owing on or before December 17, 2022, the Landlord will start to owe interest. This will be simple interest calculated from December 18, 2022 at 4.00% annually on the balance outstanding.

**December 6, 2022**

**Date Issued**

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Peter Nicholson

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.