



**Order under Sections 69 / 88.1 / 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-054058-25

In the matter of: Main Unit, 5374 Marblewood Dr
Mississauga ON L5V2L9

Between: Balbir Farwaha Landlord

And

Ihab Ibrahim Rawash Tenants
Amira Mokhtar

On July 4, 2025, Balbir Farwaha ('BF' or the 'Landlord') applied for an order to terminate the tenancy and evict Ihab Ibrahim Rawash and Amira Mokhtar ('IIR' and 'AM' or collectively, the 'Tenants') because: the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant; the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises.

As part of the application, the Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date. The Landlord also claimed charges related to NSF cheques. The Landlord also requested the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

As part of the application, the Landlord also requested the Tenants to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

Finally, the Landlord requested the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' conduct or that of another occupant of the rental unit or someone the Tenant' permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest. (altogether, the L2 application)

This L2 application was heard by videoconference on November 4, 2025.

The Landlord, the Landlord's Legal Representative, Shubh Amrit Vir Singh Randhawa ('LLR') and the Tenants attended the hearing. The Tenants consulted with the Tenant Duty Counsel prior to the commencement of the hearing.

Determinations:

1. Preliminary issue:- I raised an issue with regard to the rental unit address appearing in the N5 notice and in the L2 application. The parties both agreed that the rental address should be for the "main floor unit" and that for all intents and purposes, both parties were fully aware of the proper rental unit identified in both the N5 notice and in the L2 application.
2. With reference to findings made in another, associated LTB application for rent arrears (that is case no. LTB-L-041355-25 – exhibit LL#10), I am satisfied that under subsection 212 of the *Residential Tenancies Act, 2006* (the 'Act') and having regard to section 43 of the Act, the N5 notice and L2 application at bar are clearly about the main floor unit of 5374 Marlewood Drive in Mississauga. The Tenants were not confused by the N5 notice they received, or by the L2 application that was filed afterward.
3. The title of proceedings above has been amended to reflect the correct address.
4. As explained below, the Landlord has proven on a balance of probabilities part of his claims that are related to unpaid utilities and undue damage. The Landlord made it clear that he is not seeking termination of the tenancy under this L2 application, so a simple monetary order below is issued instead.
5. The Tenants were in possession of the rental unit on the date the L2 application was filed and the tenancy is still an active one.
6. N5 Notice of Termination :- On June 4, 2025, the Landlord served the Tenants an N5 notice of termination. The notice of termination contains the following allegations in respect of substantial interference and of wilful/negligent damages (quoted as \$300.00). On dates between April 21, 2025 and May 11, 2025, the Tenants: refused the Landlord and a hired plumber to enter into the rental unit; treated the Landlord and the basement tenants in an unfriendly fashion; are keeping a pet dog in the unit; are not keeping up on their landscaping obligations; and have brought bugs/pests into the building.
7. It is noted that the Landlord disclosed to the LTB that a second N5 notice was served on the Tenants but it was dated and served well after the L2 application was filed with the LTB. As a result, that second N5 notice was not part of these proceedings.
8. Sections 88.1, 88.2 and 89 :- In the L2, the Landlord claimed \$27.00 in NSF charges, \$500.00 in utility charges, damages to be repaired in the amount of \$500.00 and reasonable costs associated with the allegation of substantial interference.
9. The lease and tenant obligations:- The Landlord led a copy of the signed lease into evidence (exhibit LL#2) and a copy of email exchanged on March 31, 2025 (exhibit LL#1). He affirmed the tenancy began on April 1, 2025 and the parties agreed to the Tenants paying 70% of the utilities for the rental unit building (paras. 5 and 6 of LL#2). The Landlord referred to other terms such as the Tenants being responsible for grass

maintenance (using the Landlord's lawnmower) and snow clearing (the Landlord provides salt). (It is noted that nothing in LL#1 or LL#2 related to grass maintenance by the Tenants, whereas LL#1 did mention the Tenants were responsible for snow clearing.)

Water bill claim

10. The Landlord testified that the Tenants transferred the water utility account to their names but fell behind in paying their 70% share of the water bills. He said that most recently, he came to learn from the Region of Peel (exhibit LL#4- October 2, 2025 email from Peel) that the Tenants owe \$982.60 for the period of April 14, 2025 to July 30, 2025. The Landlord stated that because this outstanding bill was not paid, it was added to his property tax account.
11. The claim under the L2, therefore, is for 70% of \$982.60 or more precisely, \$687.82.
12. The Landlord wanted to add new water bill charges that have not yet been received but could be estimated or projected.
13. The Tenant AM stated her belief that according to her own calculations (using AI), the water bills for the May to July 2025 timeframe were about five times higher than they should have been. AM agreed that the Tenants had agreed to paying 70% but they assumed the basement would be rented out to someone who would not use much water.
14. AM insisted the Tenants' usage of water has been at a minimum, and that the Tenants do not use the laundry appliances in the basement (because they are shared). Further, she claimed the basement tenants overuse water so that the basement tenants are using more than their 30% allotment. The Tenant IIR testified he proposed changing the percentage to a 50/50 split, but the Landlord refused.
15. Based on the parties' submissions and relying on LL#2, I find the Tenants owe 70% of the utilities that are shown owing in LL#4. Paragraphs 5 and 6 of LL#2 are clear on the 70% split and the requirement for the Tenants to transfer the accounts to their name.
16. The Tenants will be ordered to pay their share to the Landlord, which is \$687.82. I advised the Tenants that the LTB has no jurisdiction to force a change in mutually arrived-at terms of a tenancy. They should continue honouring their agreed-to terms until such time the parties can mutually agree otherwise.
17. As no other utility bills were adduced into evidence as being outstanding, no other sum of money is ordered against the Tenants.

Lawn maintenance claim

18. The Landlord testified the Tenants are responsible for general lawn maintenance. He stated the Tenants failed to take care of the lawn. He submitted photos of the yard to evidence this (exhibit LL#5). The Landlord stated he received a tall-grass "notice of contravention" from Mississauga, setting out a deadline of June 26, 2025 for the Landlord to cut the overgrown lawn and remove "all nuisance weeds" (exhibit LL#3)

19. The Landlord did say the Tenants tried to cut the overgrown grass, but they broke the lawnmower that was given to them to use (exhibit LL#6-pic and text message re mower). The Landlord testified he bought another mower for \$250.00, which replaced the broken mower. The Landlord did not provide any evidence in the way of a bill or invoice that he spent \$250.00 for a replacement mower.
20. The Tenant IIR declared the lawnmower was broken before he ever tried to power-on the mower. As an aside, IIR stated he owns his own snowblower. The Tenant IM testified that they had to ask the neighbours twice to cut the grass because the lawnmower provided by the Landlord was in poor, broken condition.
21. Based on the parties' submissions, I am not satisfied that the Tenants are at all responsible for lawn maintenance, or for that matter, snow clearing. First, there is nothing in the signed lease (LL#2) or the confirmation email (LL#1) that indicates the parties agreed to the Tenants being responsible for grass cutting or lawn maintenance.
22. Second, I note the Tenants do not have exclusive use of the rental unit building and property, but instead they are one of two sets of tenants in the building/property. This is of particular relevance as I must refer to the Ontario Court of Appeal in *Montgomery v. Van, 2009 ONCA 808* ("Montgomery"), which sets out that for multi-tenanted buildings, a landlord is responsible for services -- such as lawn maintenance and snow clearing -- unless there is a severable contract from the lease which the landlord has contracted a tenant (in exchange for consideration) to perform such work.
23. Montgomery says in simple terms that a landlord cannot delegate their statutory and regulatory maintenance obligations to a tenant. Should a landlord wish to have a tenant perform maintenance obligations for them, such an arrangement must be in a severable contract.
24. The regulatory authority that relates to Montgomery comes from Ontario Regulation 517/06. Subsections (1), 26(1) and 28 of Ont. Reg. 517/06 set out a landlord's responsibilities in residential tenancies, as follows:

"1. 'exterior common areas' includes roads, pathways, parking areas, garbage storage areas, grounds for the use of tenant....

26. (1) Exterior common areas shall be maintained in a condition suitable for their intended use and free of hazards and, for these purposes, the following shall be removed:

 - 1. Noxious weeds as defined in the regulations to the Weed Control Act.*
 - 2. Dead, decayed or damaged trees or parts of such trees that create an unsafe condition.*
 - 3. Rubbish or debris, including abandoned motor vehicles.*
 - 4. Structures that create an unsafe condition.*
 - 5. Unsafe accumulations of ice and snow.*

28. Driveways, ramps, parking garages, parking areas, paths, walkways, landings, outside stairs and any similar area shall be maintained to provide a safe surface for normal use."
25. It is clear the Tenants share the common areas of the rental unit building and property with the basement tenants. This includes shared access to the front/back yards, the driveway, and the garage. Consequently here, the Landlord did not enter into a separate agreement

for the Tenants to maintain the lawn, not to mention clean snow/ice. Whatever LL#1 may say about cleaning snow/ice, it is clear the Landlords are not paying any money, or are giving a discounted rent, to the Tenants in exchange for the Tenants' assumption of lawn maintenance and snow/ice cleaning duties.

26. In my view, the claims raised in this L2 application about grass cutting cannot succeed as I find the Landlord is responsible for grass cutting or lawn maintenance, not the Tenants.
27. With regard to the claim of a damaged lawnmower, I was given completely opposite testimonies about the state of the lawnmower. The evidence in LL#5 and LL#6 were at best superfluous and did not tip the balance of probabilities in favour of the Landlord. Overall, I was not persuaded that the Tenants damaged the lawnmower and so the claim for damages fails.

Garage door damage claim

28. The Landlord testified that a very nice, clean home was rented to the Tenants (March 31, 2025 photos in exhibit LL#7), but some time during or about their move-in, the Landlord submitted the Tenants damaged a lower panel of the garage door. The Landlord led exhibit LL#8 into evidence (photos of the damaged garage door), stating that he got an estimate at a local Home Depot that a replacement panel will cost \$250.00.
29. The Tenants did not deny damaging the lower panel of the garage door by error. Their position was the Landlord was going to repair the garage door, and the Landlord agreed he told them this because the Tenants had told him they were moving out.
30. This is a clear case of inadvertent (negligent) damage caused by the Tenants. I find the Tenants are responsible for the undue damage and the repair cost of the door/panel. I am satisfied the quoted repair cost of \$250.00 is a very reasonable amount and I set this out in the order below.

Dog claim

31. The L2 application stated in non-specific fashion that the Tenants have a pet dog in the unit that barks and there is some urine issue (carpet), but nothing of any substance was presented on this claim by the Landlord during the hearing.
32. The Tenants confirmed they have a small Yorkshire dog and they claimed there really have been no complaints about the dog that they are aware of from the basement tenants, or anyone else.
33. I note the signed lease (LL#2) contains an appendix "R" which clearly states a tenancy agreement cannot prohibit pets in the rental unit.
34. Further, I refer to section 14 of the Act, which states: "*A provision in a tenancy agreement prohibiting the presence of animals in or about the residential complex is void*".
35. From the foregoing, I deny the claim against the Tenants' dog because nothing but a general claim was presented on this.

Garage clutter claim

36. The Landlord testified that the Tenants have overcrowded or cluttered the garage, so much so that the basement tenants' entrance door is obstructed. He noted the signed lease (LL#2, para.6) sets out the agreement for the Tenants to use the garage for their general storage area so long as the basement unit door is not obstructed.
37. In support of his testimony, the Landlord led exhibit LL#9 into evidence, which comprise two colour photos taken on or about July 2, 2025.
38. The Tenants denied cluttering or obstructing the garage or the basement tenants' entrance as they claimed some of the items in LL#9 are the Landlord's.
39. I was not able to determine whose things appeared in the photos of LL#9, but I could see that a clear traversable pathway to the basement door was maintained. Indeed, the pathway could arguably be made wider, but the claim in the L2 application is about the basement door being obstructed. In my view, this claim of obstruction fails.

Substantial interference claim

40. The Landlord testified the Tenants have displayed conduct that has substantially interfered with him and with the basement tenants.
41. The Landlord testified the basement tenants have complained to him about the Tenants making undue noise, but presented nothing specific (no dates, no specific actions or conduct). He stated the basement tenants also complained about the dog barking (when the doorbell rings) and the clutter in the garage.
42. The Landlord testified that since July 6, 2025 when he dropped off a new lawnmower, the Tenants have refused him entry into the rental unit. The Landlord testified he was therefore unable to photograph the rental unit because of what the Tenants claim are privacy issues. This refusal has interfered with his lawful right and interest to enter.
43. The Tenant AM denied the Tenants were making undue noise and was unable to address the claim further as nothing specific was brought forward. AM did not deny that they have disallowed the Landlord to enter their unit of late, but she stated the reason for this is the Landlord has been very aggressive and loud towards them. No details about the Landlord's conduct were presented by the Tenants.
44. Based on the foregoing submissions, I am unable to grant this claim in favour of the Landlords. There was not enough presented to bring this claim anywhere close to the threshold of a balance of probabilities. As such, the claim for reasonable costs associated with substantial interference is denied.
45. I note that the basement tenants, who apparently complained to the Landlord, were not present to testify. There were no written submissions from them (such as an affidavit or emails to show their specific complaints) to even corroborate the claim from a second-hand evidence perspective.

46. The Landlord's claim that he was refused entry was not debated by the Tenants. But even here, there was nothing adduced as evidence to show lawful advance notice to enter was given, for a particular purpose on a particular date, and from that notice the Tenants then refused entry. The Landlord said he could not photograph the inside of the rental unit, but his right to enter must be lawful, and must be done with proper formal notice.

Miscellaneous

47. The claim of NSF charges was not presented at the hearing and therefore, it was not considered by me or granted hereunder.

48. The claim for daily compensation after the N5 notice's termination date is not ordered below as it was made clear the Landlord is holding an LTB voidable L1 order for rent arrears (reference: order LTB-041355-25 issued September 24, 2025). Under that order, rent arrears and compensation are clearly set out and the Landlord can proceed with eviction should the Tenants not void that order.

49. I note for the purpose of writing this order that a small number of other issues were raised during the hearing. For example, the Landlord indicated the Tenants bought their own gas-operated stove and installed it in the unit, thereby removing the Landlord's stove and storing it in the garage. The Landlord expressed concern about the installation and whether it was safely done, up-to-code. Another example is the Landlord stated the electrical panel outside the mudroom at the side of the house was blocked by the Tenants' belongings.

50. These issues were not part of the N5 notice, neither were they part of the L2 application as filed. As a result, if the Landlord wishes to raise these formally for merits consideration, he is free to do so under a new lawful notice/application.

Conclusionary findings

51. The Landlord was successful on the utilities claim (section 88.2) and on the garage door damage claim (sections 62 and 89).

52. With regard to section 62 of the Act (connected to the N5 notice,) the Tenants did not void the N5 notice of termination within seven days after receiving that notice. Specifically, the Tenants did not repair the damage or pay the Landlord the reasonable costs to repair the damage within seven days after receiving the N5 notice of termination. Therefore, I find the Tenants did not void the N5 notice of termination in accordance with subsection 62(3) of the Act.

53. The Landlord incurred costs of \$186.00 for filing the L2 application and is entitled to reimbursement of those costs. (reference: LTB Interpretation Guideline no. 3)

54. I accepted the Landlord's submission that eviction is not being sought under this L2 application and so I find that it would not be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.

It is ordered that:

1. The Tenants shall pay to the Landlord \$687.82, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility (water) costs.
2. The Tenants shall also pay to the Landlord \$250.00, which represents the reasonable costs of repairing the damaged garage door or replacing the damaged property.
3. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the L2 application.
4. The total amount the Tenants must pay the Landlord is \$1,123.82
5. If the Tenants do not pay the Landlord the full amount of \$1,123.82 owing on or before January 19, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.

January 8, 2026

Date Issued

Alex Brkic

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.