



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-020514-25

In the matter of: 37 Persica Street
Richmond Hill ON L4E1L3

Between: Neda Zarekarizi Tenant

And

Aria-Ameen Pak-Cohen Landlord

Neda Zarekarizi (the 'Tenant') applied for an order determining that Aria-Ameen Pak-Cohen (the 'Landlord'):

- 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).

The Tenant applied for an order determining that the Landlord failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing, or maintenance standards (T6 Application).

An Adjudicative Case Conference was held by videoconference on November 27, 2025. Only the Tenant, and her witness, A. James, attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Tenant testified that there was a pipe burst on May 13, 2024, which caused water damage, and the Landlord removed the floors and used noisy fans which the Tenant had to tolerate for 3 days. The Tenant was forced to sleep on the couch until the floors were replaced on May 30, 2024, and the entire work completed by June 13, 2024.
3. The Tenant requested a reduction in rent for the period of the repairs, but the Landlord asked her to vacate the rental unit instead.
4. Section 20 (1) of the *Residential Tenancies Act, 2006* provides that a Landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good

state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

5. The Tenant has failed to demonstrate that the Landlord neglected their responsibilities under the Act.
6. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.
7. Here, the Landlord immediately responded to the problem by hiring contractors to stop the leak, replace the flooring, and installed fans to dry up the excess moisture and prevent mold growth. Given that the water damage occurred on May 13, 2024, and the flooring was replaced by May 30, 2024, I find the Landlord responded within a reasonable time. It was unclear from the Tenant's evidence or application what other work was completed by the Landlord by June 13, 2024.
8. Section 22 and 23 of the Act provides that a landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household, or harass, obstruct, coerce, threaten, or interfere with a tenant.
9. The Landlord interfered with the Tenant's enjoyment of the rental unit by asking her to vacate the unit when she requested rent abatement for the period of the repairs. However, as it does not appear to be a repeated pattern, I am not satisfied that the interference was substantial.
10. Therefore, I find that the Landlord addressed the leak within a reasonable time and did not substantially interfere with the reasonable enjoyment of the rental unit by the Tenant or harass, obstruct, coerce, threaten, or interfere with the Tenant.

It is ordered that:

1. The Tenant's application is dismissed.

January 6, 2026
Date Issued

Jitewa Edu
Member, Landlord and Tenant Board

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