



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-060621-23

In the matter of: 255 FLEMING DR
LONDON ON N5V4Y8

Between: Nikunj Bhavanishankar Sharda Tenant
Honey Hitendrrakumar Shah

And

Manpreet Dhaliwali Landlord

Nikunj Bhavanishankar Sharda and Honey Hitendrrakumar Shah (the 'Tenant') applied for an order determining that Manpreet Dhaliwali (the 'Landlord'):

- entered the rental unit illegally.
- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
- 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.
- withheld or interfered with their vital services or care services and meals in a care home (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).

This application was heard by videoconference on December 16, 2025. The Tenant, Nikunj Bhavanishankar Sharda, the Tenant's Legal Representative, M. Cameron, the Landlord's Legal Representative, S. Passi, and the Tenant attended the hearing. The Tenant's witness, S. Stewart, (SS) also 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 on June 30, 2022, July 1, 2022, and September 3, 2022, the Landlord requested an increase in rent. Although the Tenant claimed that they paid the

increased rent, no documentary evidence was provided to demonstrate they faced '*numerous threats*' from the Landlord.

3. Despite stating in the application that they vacated the rental unit on September 30, 2022, the Tenants claimed at the hearing that they were illegally locked out on October 3, 2022.
4. The Tenant further testified that on October 3, 2022, they were locked out of the rental unit after they attended with a contractor, SS, who they hired to inspect the electrical outlets.
5. On cross examination, the Tenant stated that he could not recall sending a text message to the Landlord on September 22, 2022, informing him about his new address and that his wife, Honey Hitendrrakumar Shah, resided at a second address in Kitchener. The Landlord presented a copy of the text message as evidence.
6. SS testified that on October 3, 2022, he attended the rental unit to inspect the electrical problem, but the Tenant was unable to gain entrance into the rental unit until an hour or more, had passed.
7. The Landlord testified that the Tenant vacated the rental unit prior to October 3, 2022. The Tenant however, rented the unit to Unauthorized Occupants who left the rental unit on September 30, 2022.
8. Following complaints about the lights flickering by the Tenant on behalf of the Unauthorized Occupants on September 27, 2022, and September 30, 2022, the Landlord sent an electrician for an inspection on September 29, 2022, and September 30, 2022. The Landlord followed the electrician's recommendation to seek assistance from London Hydro.
9. On October 3, 2022, London Hydro attended the residential complex and recommended an electrical company who changed the electrical panel on the same date. The Landlord provided an invoice of \$535.31 issued by the first electrician on October 3, 2022, and another invoice of \$2,640.13 dated October 4, 2022, from the electrical company.

Analysis

10. Section 20 (1) of the *Residential Tenancies Act, 2006* ('*the Act*') 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.
11. Based on all the evidence, the Tenant has failed to demonstrate that the Landlord neglected their responsibility by failing to maintain the rental unit. I am satisfied from the evidence that on receipt of the complaint about the flickering lights on September 27, and 30, 2022, the Landlord sent an electrician to the rental unit on September 30, 2022. No evidence was presented by the Tenant to rebut the Landlord's claims that he hired two electricians who issued invoices for services completed by October 3, 2022, and October 4, 2022.
12. Section 22 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. In addition, section 23 of the Act provides that a landlord shall not harass, obstruct, coerce, threaten, or interfere with a tenant.

13. The evidence demonstrates that the parties entered into a tenancy agreement, but the Tenant rented the unit to Unauthorized Occupants. On September 22, 2022, the Tenant provided his address to the Landlord demonstrating that even if he lived in the rental unit at any time, by September 22, 2022, he no longer did so.
14. The Tenant did not provide any meaningful evidence to rebut the Landlord's claims that the Unauthorized Occupants vacated the rental unit on September 30, 2022. Hence, I am satisfied that the tenancy terminated on September 30, 2022.
15. As for the Tenant's claims that he was still in possession of the rental unit on October 3, 2022, I did not find him to be a credible witness based on his denial of the text message he undoubtedly sent to the Landlord on September 22, 2022.
16. Therefore, I find that the Landlord did not enter the rental unit illegally, alter the locking system on a door giving entry to the rental unit, substantially interfere with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household, harass, obstruct, coerce, threaten or interfere with the Tenant or withhold or interfere with the Tenant's vital services or care services and meals in a care home.

It is ordered that:

1. The Tenant's application is dismissed.

January 12, 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.