



**Order under Section 30 and 31
Residential Tenancies Act, 2006**

File Number: LTB-T-088692-24

In the matter of: 3, 380 Hilton Place
London Ontario N5W2R9

Between: Donna Wilson Tenant

And

Muitaba Saadat Landlord

Donna Wilson (the 'Tenant') applied for an order determining that Muitaba Saadat (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.
- 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.

This application was heard by videoconference on December 10, 2025.

The Landlord and the Tenant attended the hearing.

At the hearing, the parties agreed to have Timothy Hoover removed as a named Tenant as he was 14 years old when the lease agreement was signed, making him an occupant and not a Tenant. For this reason, I agreed to amend the application and remove Timothy Hoover as a named Tenant.

The Landlord raised an issue regarding not being served the Tenant's evidence and said he had not previously reviewed it. The Tenant agreed that they did not serve the Landlord the evidence in advance of the hearing. This application was filed on October 1, 2024 and went to an adjudicative case conference ("ACC") with the Board on June 11, 2025. As parties were unable to reach a settlement, the matter was heard before me on December 10, 2025. The Tenant had over 14 months to serve the Landlord her evidence, however she failed to do so. It is for that reason that I denied the Tenant the use of any evidence that was not served on the Landlord at least 7 days prior to the hearing.

Determinations:

T2 Application

1. As explained below, the Tenant's T2 application is dismissed for lack of particulars.
2. The Tenant filed the T2 application with the Board on October 1, 2024. The application alleges that 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 and that the Landlord harassed, obstructed, coerced, threatened or interfered with the Tenant. However, the Tenant failed to provide further clarification on the particulars of the case.
3. When I raised the above preliminary issue with the Tenant, she submit that she was going to provide details of the case to be met when presenting her evidence.
4. In *Ball v Metro Capital Management Inc.* [2002] OJ No 5931 (Div Crt), the Divisional Court considered subsection 43(2) of the *Act* and found that the purpose of requiring that a landlord provide reasons and details in a notice was to:
 - (a) allow the tenant to **be in a position to know the case to be met;**
 - (b) allow the tenant to decide whether or not to dispute the allegations made by the landlord; and, in the case of a voidable notice; and
 - (c) allow the tenant to stop the conduct or activity or correct the omission. Thus, to comply with subsection 43(2) of the *Act*, a notice should include the dates and times of the alleged conduct, together with a detailed description of the alleged conduct.

[Emphasis Added]

5. While *Ball* dealt with a notice of termination under s. 64 of the *Act*, I find that the test applies equally to tenant applications, including those brought under section 31, of the *Act*.
6. I find that the T2 application lacked the specific detailed information required to put the Landlord on notice to know the case to be met in preparation of the hearing. The Landlord cannot be expected to respond to vague allegations on an application. It would be unfair for the Landlord to learn of the details for the first time at the hearing. Therefore, the Tenant's T2 application is dismissed.

T6 Application

7. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
8. The T6 application is to address two issues: 1) A shower leak; and 2) A cockroach infestation.

Shower Leak

9. The Tenant testified that in August 2023, she notified the Landlord regarding a shower leak. The next day, the Superintendent came to inspect the leak and later notified the

Tenant that she would need to vacate the rental unit as there would need to be extensive repairs/ renovations completed to update the plumbing in the rental unit. The Landlord did not dispute that the shower was leaking but testified that he offered the Tenant a resolution – to move out while he updates the plumbing, but the Tenant refused. The Landlord said he also offered the Tenant another rental unit in the residential complex, but she refused that as well. The Tenant agreed that she was offered another unit in the residential complex, but that it was smaller than her current unit. The Landlord issued the Tenant an N13 notice to do renovations that were so extensive, that the Tenant had to vacate the rental unit. The Landlord submitted a copy of the N13 notice into evidence which supported his position. The Landlord testified that he had to obtain permits to conduct the repairs, but was not allowed to perform the repairs unless the Tenant vacated.

10. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair the rental unit or residential complex and did not fail to comply with maintenance standards. The Landlord responded to the Tenant's concerns immediately, attending the rental unit the next day to address the leaking shower. Furthermore, the Landlord had plumbers attend the rental unit, something the Tenant agreed to. When the plumbers informed the Landlord that the plumbing in the residential complex was old, hence why the shower was leaking, he provided the Tenant with options, such as another rental unit, but the Tenant refused.
11. 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.
12. In this case, the Tenant understood that the leaky shower would be resolved after the plumbing in the rental unit was updated, but she failed to make this possible for the Landlord to do. The Tenant agreed that she never raised the leaky shower issue with the Landlord again because she did not want to vacate the rental unit while renovations were being performed. The Landlord adduced evidence at the hearing to support that he obtained permits to do the repair, but the repairs required the Tenant to vacate the rental unit, which she failed to do.

Cockroach infestation

13. The Tenant testified that in May or June of 2018 she notified the Landlord regarding a cockroach infestation. The Landlord responded immediately and had several treatment sprays performed on the rental unit by contractors. However, in September 2025, the Tenant notified the Landlord regarding the cockroach infestation and again, they had a pest control specialist go out to treat the rental unit, but the Tenant refused to allow the treatment to occur, unless the whole row was treated for cockroaches. The Landlord did not dispute that there were cockroaches in the rental unit. However, the Landlord testified that the Tenant's failure to allow treatment to be performed in her rental unit is why the issue continued. The Landlord submitted into evidence an invoice from Welcon Pest Control Inc., which supports the Landlord's position that they attempted to treat the rental unit.

14. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair the rental unit or residential complex and did not fail to comply with health or maintenance standards. The Landlord attempted to treat the cockroach infestation, but the Tenant did not allow the treatment to occur as she was not satisfied with the manner in which the treatment was being performed. The Tenant wanted the Landlord to treat the whole row of townhouses and not just her rental unit. The Tenant denying entry to the pest control treatment contractors is what prevented the issue from being rectified, not the Landlord's conduct.

15. Therefore, the Tenant's T6 application is dismissed.

It is ordered that:

1. The Tenant's T2 and T6 application are dismissed.

January 12, 2026
Date Issued

Vishal Nanda
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.