



Order under Section 31 Residential Tenancies Act, 2006

Citation: Elmi v Shash, 2026 ONLTB 5521

Date: 2026-01-15

File Number: LTB-T-040428-24

In the matter of: 1815, 390 Dixon Road
Toronto Ontario M9R1T4

Between: Batran Elmi Tenant
Abdi Hussain Kontoma

And

Adila Shash Landlord

Elmi Batran and Abdi Hussain Kontoma (the 'Tenant') applied for an order determining that Adila Shash (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 ('T2 Application').
- harassed, obstructed, coerced, threatened or interfered with the Tenant ('T2 Application').
- 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 January 13, 2026.

The Tenant Batran Elmi, the Tenant's Legal Representative Mohamod Rijal, the Tenant's Witness Zuhur Khere, the Tenant's Interpreter Leyla Ahmed, the Landlord Adila Shash, and the Landlord's Legal Representative Naseer Ahmed attended the hearing.

Preliminary Issues:

1. The application was amended on consent to correctly spell the Tenant's name as "Batran Elmi".
2. In the application, the Tenant alleged that the Landlord and potential purchasers harassed the Tenant by frequently entering the rental unit without proper notice. The Tenant did not provide dates, a time period, the frequency of the visits, or any details about each entry. Accordingly, I found that there were insufficient details in the application for the Landlord to

know the case against them and respond accordingly. The claim of harassment was dismissed.

3. In the application, the Tenant alleged that the Landlord substantially interfered with the Tenant's reasonable enjoyment by failing to meet their maintenance obligations under section 20 of the Act. The details of this claim were identical to the T6 Application and were considered in the context of the rent abatement.
4. The Tenant's Representative requested an adjournment to amend the application. The Tenant testified that she was initially working with a legal clinic, who had promised to represent her. However, she did not formally retain them at any time. The Tenant testified that she was homeless from June to December 2025, which prevented her from retaining her Representative until December 29, 2025.
5. While I am mindful of the Tenant's recent hardship, I find that the Tenant had sufficient time since May 15, 2024, the filing of the application, to ensure it outlined the claim in a detailed manner and to obtain legal advice. Accordingly, the adjournment request was denied.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$895.04.
2. The Tenant testified that there were several leaks in the rental unit which came from the unit above. These leaks damaged the cabinets and floors. The Tenant testified that she first notified the Landlord in October 2020, when the first leak happened. The Tenant also testified that the fridge did not work, requiring her to purchase a new one.
3. The Tenant stated that she notified the Landlord many times about these issues, but the Landlord did not take any action to resolve them. In cross-examination, the Tenant admitted that she had been contacting the prior landlord, not the current Landlord, as she was not aware that the Landlord had taken over the property.
4. The Landlord testified that the tenancy was ongoing when she purchased the rental unit on January 31, 2023. She and the prior landlord informed the Tenant of the sale in November 2022, also explaining that the Landlord intended to move into the rental unit. The Landlord testified that she did not receive any maintenance complaints from the Tenant until she received a copy of the Tenant's application and disclosure on March 6, 2025. The Landlord inspected the rental unit on March 9, 2025, and found no issues with the cabinets or fridge.
5. The Landlord admitted that she was aware of the condition of the floors earlier, from the prior owner, but was not aware that there had been a water leak. The Landlord provided a video of the cabinets and fridge taken on May 31, 2025, and a photograph of the full fridge taken on March 9, 2025. The Landlord explained that she had been unable to complete the repairs because the Tenant changed the locks, refused entry, and made themselves available only when she was unable to attend.
6. The Tenant did not provide photographs or other documentary evidence showing the cabinets in disrepair. The Landlord provided a video showing the cabinets in working

condition. I am not satisfied, on a balance of probabilities, that the cabinets were in disrepair. This claim is dismissed.

7. Both the Tenant and the witness Zuhur Khare ('ZK') testified regarding the fridge; however, their testimonies were evasive and vague. I prefer the Landlord's testimony on this issue, as she was direct and detailed. Based on the photograph the Landlord provided showing the fridge full of food on March 9, 2025, and her testimony that she felt that it was cold inside, I am satisfied that the fridge was functional. The photograph also shows ice buildup in the freezer section; however, this did not appear to hinder the Tenant's usage of it, as the photograph also showed food in the freezer. This claim is dismissed.
8. The Tenant provided photographs taken in 2025 which showed that the floorboards had cracks and were peeling at the sides, consistent with prolonged water damage. The Tenant testified that she informed the prior landlord of the issue in 2020. The Landlord confirmed that she became aware of the state of the floor from the prior landlord. While it was unclear when the prior landlord communicated this to the current Landlord, I find it more likely than not that this occurred when the Landlord purchased the rental unit. Accordingly, I find that the Landlord was aware of the floor disrepair since January 31, 2023.
9. The Landlord did not identify any efforts she made to address the floor disrepair prior to March 9, 2025, despite being aware of the issue. This is a significant amount of time. Therefore, I am satisfied that the Landlord breached her maintenance obligations regarding the flooring.
10. The remaining claims in the application were past the one-year limitation period or failed to provide sufficient dates and details and were therefore not considered.

Remedies

11. The Tenant did not explain what, if any, effect the cracks in the flooring had on her reasonable enjoyment of the rental unit. It appears that the impact was largely cosmetic. As such, I find a 2% rent abatement to be appropriate, for the period of May 15, 2023 (one year prior to the application being filed) to March 9, 2025 (the day the Landlord first began her inspection and repair efforts). I do not find an abatement past March 9, 2025, to be appropriate, as I accept the Landlord's testimony that the Tenant obstructed her access to the rental unit after that date. The fact that the Tenant changed the locks was confirmed in order LTB-L-025395-25, issued on December 1, 2025. Therefore, I find that a rent abatement of \$895.04 is appropriate in the circumstances.
12. Although the Tenant requested out-of-pocket expenses and costs for damaged property in the application, no receipts were provided for these expenses. Therefore, they are dismissed. The request for general damages is dismissed as I am not satisfied that the Landlord's breach in this case resulted in any pain or suffering for the Tenant.
13. I am not satisfied that an administrative fine is warranted in the circumstances as the Landlord's actions do not demonstrate a blatant disregard for the Act.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$895.04 for a rent abatement.
2. The Landlord shall pay the Tenant the full amount owing by January 31, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 31, 2026, the Landlord will owe interest. This will be simple interest calculated from February 1, 2026, at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 15, 2026
Date Issued

Kate Sinipostolova
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.