



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-030340-23

In the matter of: Basement suite, 21 National Street
Scarborough ON M1M0A2

Between: Manmohan Rob Kwatra Tenant

And

Nazmul Haque Landlord
Ramit Soodam

Manmohan Rob Kwatra (the 'Tenant') applied for an order determining that Nazmul Haque (the 'Landlord'):

- entered the rental unit illegally.
- 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 January 20, 2026.

The Landlord Ramit Soodam and the Tenant attended the hearing.

As of 1:15pm, the Landlord Nazmul Haque was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. This matter previously came before the Board on June 10, 2025. At that hearing it became clear that the complex had been sold to a new Landlord. Accordingly, an interim order was issued providing the Tenant with deadlines to amend their application to add the new Landlord and serve the amended Application on all parties.

2. It was not disputed that the Tenant amended their Application to include the new Landlord Ramit Soodam and served the amended Application on him, the prior Landlord, and the Board.
3. However, the Landlord Ramit Soodam requested that the Application be dismissed against him and pursued only against the former Landlord as the claims in the Application arose prior to his ownership of the rental unit.
4. With respect to the Landlord Ramit Soodam, section 18 of the Act provides that covenants concerning things related to a rental unit or the residential complex run with the land. This has been interpreted to mean that one who buys or acquires a property with sitting tenants, steps into the shoes of the landlord selling the property.
5. The definition of Landlord in subsection 2(1) of the Act includes successors in title, heirs and assigns. Section 18 of the Act has generally been held to mean that provisions of the tenancy agreement survive a transfer in ownership of the property.
6. I also note that this interpretation is supported by *Royal Bank of Canada v. MacPherson*, [2009] OJ No. 3806 which states: A covenant which runs with the land is binding upon the successive owners of the property, so that they can take the benefit of the agreement and are liable for any obligations it imposes.
7. The Board permits a successor Landlords to continue an L1 application for rent arrears started by a former Landlords and has repeatedly found that assets in the form of rent arrears run with the land. Therefore, it would be a fair determination to find that liabilities also run with the land in the form of maintenance obligations. As noted in *MacPherson* above, where a new Landlord can assume benefits of the agreement they must also assume the liability for the obligations as well.
8. The Amendments themselves in the Tenant's Application are minor. They essentially remove the T2 allegations, and a portion of the allegations on the T6, while adding a single new allegation related to the water heater, on the T6.
9. Therefore, I am satisfied that it is appropriate to amend the Tenant's Application and add the Landlord Ramit Soodam to this Application. I note that the Tenant has complied with the interim order issued by the Board and served his request to amend and add the new Landlord on all parties, I also note that the amendments to the Application are minor, and I find it is minimally prejudicial to the Landlord to grant the request to amend.

The Ownership History

10. By way of background, the rental unit was owned by the original Landlord Nazmul Haque until October 2023, when National Bank became a mortgagee in possession. The property was subsequently sold to Ramit Soodam on December 20, 2024, and he became the new Landlord of the complex.

The T2

11. At the outset of the hearing the Tenant indicated that they wished to withdraw the T2 portion of this Application and proceed only on a single allegation in the T6 Application. I consented to this request.

The T6

12. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application: that the failed to meet the Landlord's maintenance obligations under the Act with respect to the water heater in the rental unit.
13. Therefore, the Landlord must pay to the Tenant \$4,144.84
14. I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) repair the residential complex
15. The rental unit is a basement unit in a townhome which contains 4 units. The Landlord Ramit Soodam currently resides in one of the upper units.
16. The Tenant testified that on or about February 23, 2023 the hot water began to shut off and he went into the laundry room and discovered that the hot water heater (which supplies hot water to all four units in the complex) was displaying a error code he did not recognise. He testified that he goggled the code, but the result did not make sense, and he rebooted the heater, which continued to display the error.
17. The next day the water heater stopped working. The Tenant testified that he and another Tenant from an upper unit in the complex phone the Landlord and he told them to call someone in to fix the water heater.
18. He testified that he contacted Artisan Air on March 6, 2023, and they attended the rental unit and spoke with the Landlord who decided the water heater should be replaced.
19. The next day Artisan air attended the rental unit and replaced the water heater, the Tenant testified that the Landlord was not present, but he kept him apprised of the installation process via text, and by sending videos of the successful install process.
20. The Tenant testified that after the installation was complete, the Landlord stopped responding and could not be reached. The Tenant testified that the technician from Artisan Air explained that the Landlord had not paid for the installation, and if not payment was received the heater would be removed. Accordingly, the Tenant paid Artisan air himself. This was supported by the invoice for \$4,144.84, along with a note from Artisan air explaining it had been paid by the Tenant.
21. The Tenant testified that he contacted the Landlord, both himself and through legal counsel for reimbursement. The Landlord initially informed the Tenant that he would reimburse him for the water heater and informed the Tenant he would attend the rental unit on April 1, 2023 to do so. However, the Landlord did not attend the rental unit that day and instead attended on April 2, 2023, and assaulted the Tenant with a pressure cooker, which led to a no contact order between the parties.
22. The Landlord Ramit Soodam was not the owner of the property when the water heater failed. He testified that he purchased the property on December 20, 2024, and prior to that

the rental unit was controlled by National Bank as a mortgagee in possession from approximately October 2023 to December 20, 2024.

23. He testified that he was not directly involved with the heater replacement and was not informed by his realtor or by national bank that there was an outstanding issue with the water heater when he purchased the property. He testified that while in was in the process of purchasing the property the Tenant, and other Tenant's of the complex hinted to him that there were issues with the complex, including an issue with the water heater, but testified that he did not receive full disclosure of the issue from anyone.

Analysis

24. 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.
25. In this case I am satisfied that the Tenant has demonstrated that the water heater broke down, and that the Landlord Nazmul Haque failed to pay for a replacement, instead leading to believe that he would be reimbursed if he paid for the replacement himself. I am also satisfied that instead of being repaid for the costs he incurred was assaulted by the Landlord Nazmul Haque on April 2, 2023.
26. I am not satisfied that that this constitutes a reasonable response by the Landlord in the circumstances and am satisfied that the Landlord has failed to meet the Landlord's maintenance obligations under the Act.
27. With respect to the liability of the parties, while I accept that the current Landlord Ramit Soodam was not involved with the replacement of the water heater, I am satisfied that as covenants run with the land, he should not be removed from this order, and absolved of any liability with respect to the replacement costs.
28. Section 30 of the Act permits the Board to make an order against a Landlord, rather than a former Landlord with respect to maintenance issues. I also note that while the Landlord Ramit Soodam testified that he was not made aware of the maintenance issues by the mortgagee in possession or the Landlord Nazmul Haque he did not led evidence to suggest that there was an agreement between himself and the mortgagee in possession or the Landlord Nazmul Haque that they would continue to hold any liability with respect to the rental unit after his purchase.

Remedies

29. I am satisfied that the Tenant was authorised by the Landlord to replace the water heater and incurred costs of \$4144.84 in doing so. Therefore, the Tenant's repairs, replacements or other work is authorized, and the Landlord must pay the Tenant \$4,144.84 for their costs

It is ordered that:

1. The Landlord shall pay the Tenant is \$4,144.84. This amount represents:
 - \$4,144.84 for repair or replacement work the Tenant was authorized to do.
2. The Landlord shall pay the Tenant the full amount owing by February 10, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 10, 2026, the Landlord will owe interest. This will be simple interest calculated from February 11, 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 30, 2026
Date Issued

Reid Jackson
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.