



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-045860-24

In the matter of: Basement, 297 PLYMOUTH TRAIL
NEWMARKET ON L3Y6G6

Between: Daylin Cordeiro Tenant

And

Leyla Moshtaghi Landlord

Daylin Cordeiro (the 'Tenant') applied for an order determining that Leyla Moshtaghi (the 'Landlord'):

- collected or retained money illegally. (T1 application)
- 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)
- withheld or interfered with their vital services or care services and meals in a care home. (T2 application)

This application was heard by videoconference on October 15, 2025.

The Landlord, the Tenant, and the Tenant's legal representative, Johnson Luyiga, attended the hearing.

Agreed Upon Facts:

1. The application was amended to include the unit identifier 'Basement' in the address.
2. The Tenant lived in the rental unit for five months from December 15, 2023 to May 15, 2024. During this time they paid a total of six months rent between their rent deposit and monthly payments.
3. The Landlord agreed to return a \$250.00 key deposit to the Tenant.

Determinations:

4. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the only remedy awarded is the agreed upon return of the \$250.00 key deposit and the application filing fee.

Illegal rent collected

5. The Tenant says they responded to a rental ad which listed the monthly rent as \$1,100.00 but the Landlord felt renting to a couple instead of a single person would make it more difficult to rent the other room in close quarters so asked for \$1,800.00 instead. This is the monthly rent which was agreed to in the lease. Because the Tenant agreed to the requested amount of rent prior to signing the lease, the Landlord did not collect rent in excess of the amount allowed by the *Residential Tenancies Act, 2006* (the 'Act').

Rent deposit not applied to last month of tenancy

6. The Tenant claims the return of their \$1,800.00 rent deposit. The Landlord did not illegally retain the Tenant's rent deposit
7. On April 15, 2024 the Tenant gave 60-days written notice to end the tenancy on June 15, 2024. Subsequently on May 14, 2024 the Tenant notified the Landlord that they would be moving out on May 15, 2024 and proceeded to move out on that date. The Tenant says they moved out in response to the Landlord's direction; the Landlord acknowledges the parties were in conflict but says they didn't tell the Tenant to move out because they know they would need a Board order to do so. It was the uncontested evidence of the Landlord that although they advertised the unit for rent, they were not able to secure new tenants for at least a month.
8. Section 88 of the Act states that if a tenant vacates a rental unit without proper notice, they are liable for rent until the earliest date on which they could have give notice. In this case, that date is June 15, 2024. To find that the rent deposit should have been applied to rental period ending May 15, 2024, I must find that there was a legal basis for the Tenant to terminate the tenancy on that date.
9. The Tenant gave evidence about conflict with the Landlord regarding the division of utility bills, concerns about lack of heat in the unit, and an open staircase with no railing. I do not find that any of these concerns began or escalated so significantly between April 15, 2024 when the Tenant gave notice to end the tenancy on June 15, 2024 and May 14, 2024 when the Tenant announced their departure the next day that a sudden termination of the tenancy can be justified. Because the Tenant did not have legal justification for ending the tenancy on May 15, 2024, they remain liable for the rent until June 15, 2024.

Substantial interference and Harassment etc.

10. The lease agreement requires the Tenant to pay one third of the utilities. The Landlord would generally provide the Tenant with the amount owing in a handwritten note. The Tenant requested copies of the actual bills and explanation of the utility usage between the units. Sometimes the Landlord provided copies of the bills, sometimes they did not. This was a matter of conflict between the parties with each feeling harassed by the other. Based on the evidence provided I am not satisfied that this conflict rises to the level of harassment or interference with the Tenant's reasonable enjoyment of the rental unit.

11. The rental unit is accessed by interior stairs down to the basement which were open on side without a banister or railing. This was particularly concerning because the stairs easily got wet in the winter, making them slippery.
12. The Tenant says they reported their concern and requested the installation of a railing by phone in January 2024. The Landlord disputes this and notes that the majority of their communication was by email or text, so a phone complaint would have been unusual. As the Tenant was persistent in following up on other concerns, I find it unlikely that they would have reported what they consider to be a serious safety concern once by phone and not followed up in writing. I find that the Tenant has not proven that their concern about the absence of a railing on the stairs constitutes an interference with their reasonable enjoyment of the unit by the Landlord.
13. Therefore, I find that the Landlord did not harass or substantially interfere with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

Withheld or interfered with vital services or care services

14. The Tenant says that the temperature in the rental unit was approximately 18 degrees Celsius between December 2023 and March 2024. The Tenant was travelling for a lot of this time period and relies on reports from his wife. The Landlord disputes the allegations and says the other basement tenant never complained and her own unit above this unit never had problems. Without documentation or direct evidence from an occupant who experienced the low temperatures, I find that the Tenant has not proven the allegation of inadequate heat in the rental unit.
15. Therefore, I find that the Landlord did not withhold or interfere with the Tenant's vital services or care services and meals in a care home.

Remedies

16. The Landlord shall pay the Tenant \$250.00 for the return of the key deposit as agreed between the parties.
17. As I have not found that the Landlord harassed the Tenant, interfered with the Tenant's reasonable enjoyment of the rental unit, or interfered with vital services, I am unable to find that the Tenant moved out because of the Landlord's misdoings. Accordingly, the Tenant is not entitled to compensation for moving expenses.
18. The Tenant provided two Board cases as precedent. I did not find them particularly relevant to the case at hand and will not comment on them specifically except to note that they would not have been binding on me, although they may have been persuasive.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$298.00. This amount represents:
 - \$250.00 for the return of the key deposit.
 - \$48.00 for the cost of filing the application.

2. The Landlord shall pay the Tenant the full amount owing by February 14, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 14, 2026, the Landlord will owe interest. This will be simple interest calculated from February 15, 2026 at 4.00% annually on the balance outstanding.

February 3, 2026
Date Issued

Dawn Carr
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.