



Order under Section 69 Residential Tenancies Act, 2006

Citation: Casiechitty v Imran, 2026 ONLTB 7582

Date: 2026-02-06

File Number: LTB-L-034050-24

In the matter of: 1401, 2460 EGLINTON AVE E
TORONTO ON M1K5J7

Between: Langsford Casiechitty Landlord

And

Anila Imran Tenants
Abeer Imran
Nabeel Imran

Langsford Casiechitty (the 'Landlord') applied for an order to terminate the tenancy and evict Anila Imran, Abeer Imran and Nabeel Imran (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 19, 2026.

The Landlord's Agent Roman Casiechitty and the Tenant Anila Imran attended the hearing. The Tenant was authorized to represent the interests of the Tenants Abeer Imran and Nabeel Imran.

Determinations:

1. The Landlord served an N4 notice of termination (the 'N4') on March 24, 2024.
2. The Landlord claims that the Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
3. As of the hearing date, the Tenants were still in possession of the rental unit.
4. The lawful rent at the time the Landlord filed the application was \$2,203.75. The current lawful rent is \$2,315.31. It is due on the 1st day of each month.

The LTB's previous order for an ongoing abatement of rent

5. Pursuant to LTB order LTB-L-069481-23-AM/LTB-T-029978-23-AM, issued on December 4, 2023, as amended on January 26, 2024, the Tenants were entitled to an ongoing monthly rent abatement of \$1,000.00 as of February 1, 2024, until the Landlord completed certain repairs to the rental unit.

The appeal of order LTB-L-069481-23-AM / LTB-T-029978-23-AM

6. On January 9, 2024, the Landlord requested a review of the original order LTB-L-069481-23-AM/LTB-T-029978-23-AM. On January 29, 2024, the LTB denied the review.
7. The Landlord commenced an appeal to the Divisional Court on February 22, 2024 (*Casiechitty v. Imran*, 2024 ONSC 3630).
8. The Landlord claims that since the LTB order was statutorily stayed upon appeal, the ongoing abatement did not apply to the period of the stay and only applied to the period after the stay was lifted.
9. On June 24, 2024, the Divisional Court determined, at para. 16, that:

“It is now four months later and instead of perfecting his appeal and performing repairs as ordered (and not stayed), the landlord has brought a new eviction proceeding before the board.”
10. The Court was referring to this L1 application.
11. The Court continued at para. 18: “The landlord concedes he has yet to perform the ordered repairs, I can see no basis for his appeal to remain protected by a stay.” The Court ordered the stay of the order be lifted.
12. On September 17, 2024, the Court denied the Landlord’s request to re-assert a stay of the LTB order regarding the ongoing abatement.
13. The appeal was heard on December 2, 2024 and dismissed, with reasons, on December 4, 2024.
14. In civil proceedings, a stay remains in effect only until the appeal is finally decided or unless the court orders it lifted earlier. Once a stay is lifted or an appeal is dismissed, the original order becomes enforceable.
15. In this case, the statutory stay of order LTB-L-069481-23-AM/LTB-T-029978-23-AM was lifted on June 24, 2024. That meant that the Tenants could enforce the order, by deducting \$1,000.00 from their monthly rent beginning July 1, 2024. They were also entitled to claim the abatement for the period February 1, 2024 to June 30, 2024 as a credit.
16. Contrary to what I understand the Landlord’s position to be, the lifting of the stay does not erase or make unenforceable the abatement as if it had never existed between February 1, 2024 and June 24, 2024. Lifting the stay simply removed the suspension of the terms of the order, allowing the Tenants to *enforce* the original order as of the date the stay is lifted. [emphasis added]

The deficiencies in the N4 notice of termination

17. I am satisfied that the N4 that was served upon the Tenants was not an accurate statement of the outstanding arrears at the time it was served.
18. In the N4, the Landlord failed to credit the ongoing monthly abatement of \$1,000.00 to the Tenants as ordered, set to commence on February 1, 2024. This omission then rendered the amount of arrears allegedly owing as inaccurate.

19. A defective N4 may be sufficient reason to dismiss an L1 application. The alternative for landlords is to convert the application to an L9 application for arrears only, without termination of the tenancy.
20. The Tenants do not disagree that they owe rent arrears. Considering that conversion to an L9 would result in the fairest outcome in the circumstances, I proceeded to hear the application as if it were an L9 application.

The arrears of rent

21. The current lawful rent is \$2,315.31. It is due on the 1st day of each month.
22. After the application was filed, the Tenants received a credit of \$23,000.00 as an ongoing rent abatement pursuant to order LTB-L-069481-23-AM/LTB-T-029978-23-AM, issued on December 4, 2023, as amended on January 26, 2024.
23. The Tenants have paid \$20,259.25 to the Landlord since the application was filed.
24. There is no dispute that the Tenants did not pay any rent in May 2024, April 2025 or between August 1, 2025 and January 1, 2026.
25. The rent arrears owing to January 31, 2026 are \$8,174.88.
26. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
27. As clarification, the Landlord collected a rent deposit of \$2,334.09 from the Tenant and this deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.

The Landlord claims that the abatement period as ordered has expired

28. The Landlord's Agent R.C. submits that the outstanding work in the rental unit as ordered was completed recently and so the ongoing abatement of rent is no longer of any force or effect.
29. The Tenants dispute this and submit that the City of Toronto property standards department remains involved with the parties with respect to continuing, unresolved disrepair.
30. R.C. was unable to establish with sufficient evidence that all the repairs ordered to be completed in LTB-L-069481-23-AM/LTB-T-029978-23-AM have actually been adequately addressed. No reliable documentary evidence was led attesting to such as I would expect, for example from a contractor or from the City of Toronto. R.C. did not present any witnesses to testify to the status of the repairs.
31. As a result, the ongoing rent abatement shall continue until such time as the Landlord produces and provides to the Tenants the verification necessary to end the abatement.
32. Should the Landlord do so, and should the Tenants withhold the amount of the ongoing abatement from their rent payments, in my view, the Landlord may be entitled to serve a new N4 and file an application claiming associated arrears of rent.
33. I note that the Tenant is also entitled to file a subsequent T6 application, claiming amended or additional remedies in respect of ongoing disrepair.

Section 82 tenancy issues

34. The Tenants sought to rely on section 82 of the Act as a defense to the arrears application. On January 12, 2026, they filed the requisite form under section 82 with a description of the alleged disrepair.
35. There is a question of duplication of issues. On April 18, 2023, the Tenants filed T6 application LTB-T-029978-23 alleging serious repair and maintenance issues in the unit.
36. Upon reviewing the allegations set out in LTB-T-029978-23, it is clear that all but one of the issues being raised under section 82 of the Act, here, are identical to the issues heard and decided by order LTB-T-029978-23-AM, issued on December 4, 2023, (amended on January 26, 2024).
37. The Board granted the Tenants' application and ordered specific remedies, one of which includes an ongoing rent abatement for the unresolved disrepair. In other words, the issues listed in the section 82 form have already been decided and so the Tenants are not permitted to have the LTB rehear those same issues again.
38. The singular issue that may not have been addressed in the 2023 T6 application – a temporarily fixed closet door- appears to be the subject of an ongoing City of Toronto property standards inspection. It appears premature to address this issue at this hearing.

It is ordered that:

1. The Tenants shall pay to the Landlord \$8,360.88. This amount includes rent arrears owing up to January 31, 2026 and the cost of filing the application.
2. If the Tenants do not pay the Landlord the full amount owing on or before February 17, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 18, 2026 at 4% annually on the balance outstanding.

February 6, 2026

Date Issued

Elle Venhola

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.