



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Osseiran v One Clarendon Inc., 2026 ONLTB 11967

Date: 2026-02-04

File Number: LTB-T-043715-23-RV2

In the matter of: 305, 1 Clarendon Ave
Toronto ON M4V1H8

Between: Marwan Osseiran Tenants
Barry Isenor

and

One Clarendon Inc.
Aubrey Hannah
Hannah Property Management Inc. Landlords

Review Order

Marwan Osseiran and Barry Isenor (the 'Tenants') applied for an order determining that One Clarendon Inc., Aubrey Hannah and Hannah Property Management Inc. (the 'Landlords'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenants. **(T2 Application)**

The Tenants also applied for an order determining that the Landlords 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 resolved by order LTB-T-043715-23 issued on June 3, 2025.

On July 4, 2025, the Representative requested a review of the order and that the order be stayed until the request to review the order is resolved.

On July 11, 2025 interim order LTB-T-043715-23-RV-IN was issued, staying the order issued on June 3, 2025.

The request for review was granted by order LTB-T-043715-23-RV and the *de novo* hearing of the applications was scheduled to another available date.

The *de novo* hearing was heard by videoconference on January 12, 2026.

The Tenants' Legal Representative, Mihai Paunescu, the Tenants, the Landlord's Legal Representative, David Ciobotaru, and the Landlord, Aubrey Hannah, attended the hearing.

Determinations:

Issue

1. In June 2022, the parties negotiated a new tenancy agreement for the subject rental unit. The unit was under renovation, and, upon completion of the renovations, the Tenants would transfer to unit 305 under a new tenancy agreement.
2. The Tenants sought upgraded features in the rental unit, such as higher end appliances and finishes, and additional tiling in the bathroom. The Tenants paid for the appliances and materials and the Landlords had their contractor install them.
3. The Tenants now bring this application against the Landlords. The Tenants claim that they had an agreement that the Landlords would reimburse them for what it would have cost the Landlords for the basic appliances and other fixtures. Alternatively, the Tenants claim that the Landlords were in breach of their maintenance obligations under the Act and the Tenants incurred out-of-pocket expenses as a result.
4. After the Tenants presented their evidence, the Landlord's Legal Representative moved that the application dismissed. For the reasons that follow, I grant the motion. The Tenants' evidence does not establish a *prima facie* case that there was an agreement with the Landlords to reimburse the Tenants for any of their expenses incurred or that the Landlords failed to maintain the rental unit in accordance with section 20 of the Act. In light of that finding, I do not need to consider whether the alleged agreement formed part of the tenancy agreement or whether a breach of the alleged agreement resulted in substantial interference to the Tenants.

The Tenants' Evidence

5. The Tenant, Barry Isenor ('BI'), testified that after signing the tenancy agreement, the Tenants had discussions with the Landlords' Agent, Manny, about possible changes to certain aspects of the rental unit, particularly the appliances and finishes. At the time of the discussion, the rental unit they would be moving into August 1 was still under renovation and the appliances and finishes had not yet been installed.
6. BI testified that Manny discussed the proposed changes with the Landlords and suggested that the Landlords would reimburse them the amount that they intended to spend, if the Tenants had not purchased the items and the Tenants would be responsible for the difference between that cost and the cost of the appliance or finish they wanted instead. He testified that Manny gave some examples of prices, such as \$400 to \$500 for a toilet and \$1,000 to \$2,000 for a bathroom vanity with a faucet and sink.
7. BI testified that there was no written agreement with respect to the upgrades because it was a gentleman's agreement, and they did not go into specifics about how much the Landlords would pay and when. He testified that it was the Landlords' responsibility to provide a written agreement, not theirs.

8. The Tenant, Marwan Osseiran ('MO'), testified that before they purchased each of the upgraded items, they sent it to Manny and Manny would approve the item. He testified that Manny then instructed them to provide the receipts, and Manny would prepare a calculation of what the Landlords would have spent, had the Tenants not purchased the items. He testified that once they submitted the receipts, they did not hear anything back from Manny.

Analysis

9. Neither of the Tenants' testimony established a *prima facie* case that a contract existed between the Tenants and the Landlords to reimburse the Tenants any amount for the upgraded appliances and fixtures. For there to be a binding contract, it is necessary that the various elements of a contract be established on a balance of probabilities, namely, an offer, acceptance, meeting of the minds or an intention to create legal relations, and consideration¹.
10. In this case, I am not satisfied that the Tenants have established on a balance of probabilities all elements of a contract, particularly there was no agreement on specific consideration. Both Tenants testified that no specific amount was discussed or ultimately established, and it was IB's own testimony that the Tenants had no expectation on the amount they would be reimbursed. Additionally, even in the Tenants' communications following completion of the work in the unit, the Tenants make no demand for a specific sum of money as agreed to, rather they cite their grievances on the agreed upon monthly rent amount in light of the upgrades they paid for and another unit which has a lower rent. None of these emails even so much as mention an agreement for reimbursement for which the Landlords have failed to follow through on.
11. In my view, the evidence establishes that, more likely than not, the Tenants offered to pay for the upgrades they desired, and the Landlords agreed to install them, and the Tenants sought reimbursement for a portion of those expenses only when they learned newer tenants in the building were paying less rent than them, which they felt was grossly unfair given their history with the Landlords and the upgrades they financed in the rental unit. This is evident in MO's various emails to the Landlords where he grieves that the Landlords "didn't contribute or pay for any of the appliances or materials for the unit" and states that they are paying the highest rent "of anyone-bedroom (sic) unit in this building...".
12. Although it may be open to the Board to interpret a respondent's non-appearance or failure to call witnesses or present evidence at a hearing to be an admission of the allegations in the application, that does not alter the fact that the applicant must lead sufficient evidence to establish a *prima facie* case. If that were not true, a landlord could make any unfounded accusation against a tenant, no matter how absurd or groundless, and the Board would be obliged to evict a tenant simply because a tenant failed to appear at a hearing or respond to the evidence. As a result, the Board cannot draw an adverse inference in this matter simply because the Landlords did not call any evidence. Nevertheless, the Landlords' Legal Representative made it abundantly clear that should their motion be denied, they

¹ A. Swan, Canadian Contract Law, 2d ed. (Markham, ON: LexisNexis Canada, 2009) at 218, §4.8

intend to call responding evidence, including their witness which was present at the hearing and waiting to testify.

13. Additionally, with respect to the Tenants' T6 Application, I am not satisfied that the Tenants' testimony established a *prima facie* case that the rental unit was ever in disrepair since the onset of the tenancy. IB testified that when the tenancy commenced and the Tenants moved in, the unit was in a good state of repair, fit for habitation and they were happy. Neither Tenant could testify to anything in disrepair at the commencement of the tenancy. The evidence therefore does not support a finding that the Landlords were in breach of their obligations under section 20 of the Act.
14. While the Tenants testified that the Landlord refused to tile behind the toilet as they do in other units, the Tenants presented no authority to demonstrate that not tiling behind a toilet would somehow render the bathroom not in a good state of repair or not fit for habitation. This is merely a design preference of the Tenants which does not amount to a breach of the Landlords' obligation under section 20 of the Act.
15. It was also undisputed that the Landlords always intended to complete the renovations, and the purchases made by the Tenants were done prior to the commencement of the tenancy and on their own initiative and not made because the Landlords left the unit in disrepair. Therefore, even if the Landlords had been in breach of their obligations under section 20 of the Act, the Landlords were not given the opportunity to complete the renovations to the rental unit prior to the Tenants purchasing their own appliances and fixtures and therefore no remedy would be appropriate in the circumstances.
16. For the foregoing reasons, the Landlords' motion is granted. The Tenants have not made out a *prima facie* case that there was an agreement between the parties with respect to the upgrades to the rental unit or that the Landlords were in breach of the obligations under section 20 of the Act.

It is ordered that:

1. The Tenants' application is dismissed.

February 4, 2026
Date Issued

Candace Aboussafy
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.