



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-000523-26

In the matter of: 413, 259 St. Paul Street
St Catharines ON L2R3M7

Between: Mubashir Murshed Tenant
Soyeda Ummey Kulsum

And

2767521 Ontario Inc. (owner) c/o Found Landlord
Spaces Inc (agent)

Mubashir Murshed (the 'Tenant') applied for an order determining that 2767521 Ontario Inc. (owner) c/o Found Spaces Inc (agent) (the 'Landlord') withheld or interfered with their vital services or care services and meals in a care home. (T2 Application).

Mubashir Murshed (the 'Tenant') also applied for an order determining that 2767521 Ontario Inc. (owner) c/o Found Spaces Inc (agent) (the 'Landlord') 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 February 2, 2026.

The Landlord and the Tenant attended the hearing.

On consent of the parties, the second Tenant Soyeda Ummey Kulsum was added to the application.

Determinations:

Tenant's Evidence

1. The Tenant Mubashir Murshed (MM), testified that his unit has had no heat since October 2025. He testified that he informed the Landlord in October 2025, the Landlord attended

their unit and confirmed that there is no heat, but the Landlord is not doing anything to fix the problem.

2. MM testified that the Landlord has provided them with one small space heater to heat their entire apartment, which is insufficient, leaving the rest of the unit cold and drying the air in the unit which affects their breathing and other medical conditions.
3. MM testified that the use of the space heater has increased their hydro bills from approximately \$42.00 per month to \$95.00 per month.
4. MM testified that he does not have any temperature readings from his unit nor any copies of the hydro bills.

Landlord's Evidence

5. The Landlord's Agent Rob Hansen (RH), the property manager, testified that the residential complex contains 80 residential units and 5 commercial units.
6. RH testified that the Landlord received the Tenants' complaint of having no heat on October 9, 2025, and attended the unit on October 10, 2025, and confirmed that the heat in the unit was not working.
7. RH further testified that around that time it was brought to the Landlord's attention that approximately 20 units were having heating issues.
8. RH testified that a vendor was found, and the work is being delayed due to having to wait for the required parts, and they do not know how much longer it will take to have the heat restored. A copy of an email with the vendor was submitted as evidence.

Analysis

T2 - Withheld or interfered with vital services

9. Based on the evidence before me, I find that the Landlord did not withhold or interfere with the Tenants' vital services.
10. After the Landlord became aware of the lack of heat in the Tenants' unit, the Landlord began the process of engaging the services of a contractor to repair the equipment and restore the heat.

T6 - Maintenance

11. Based on the evidence before me, I find on a balance of probabilities that the Landlord has failed to meet the Landlord's obligations under section 20(1) of the Act to repair the rental unit.

12. 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.
13. In this case, the Landlord became aware of the lack of heat in the Tenant's unit on October 9, 2025, and as of the date of this hearing, the Tenants' unit remains without heat.
14. The Landlord submitted an email into evidence dated January 6, 2026, between the Landlord and the contractor hired to repair the heating system, in which it confirms that a deposit or fees have been paid and requesting an update. Other than this email, the Landlord has failed to provide any evidence on what they have done between October 10, 2025, and January 6, 2026 to address the heating issues within a reasonable amount of time.
15. Additionally, to address the total lack of heat in the Tenants' unit, the Landlord has only provided a single small heater to heat the entire unit.

Remedies

16. The Tenants are seeking \$1,000.00 in general compensation for the physical and mental stress caused by the prolonged lack of heat and the cost of their increased hydro bills from the use of the space heater.
17. I find that the Tenants are entitled to \$200.00 per month for the months of October 2025, through to February 2026, for the lack of heat in their unit and despite not having copies of the invoices for the increase in the hydro, I find it reasonable that running a space heater 24 hours per day would cause an increase to their hydro bill and they are entitled to \$40.00 per month for the period of October 2025, through to February 2026.

It is ordered that:

1. The Landlord shall pay the Tenants \$1,248.00. This amount represents:
 - \$1,000.00 for general damages.
 - \$200.00 for the reasonable out-of-pocket expenses that the Tenants have incurred for increased hydro bills.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 21, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 21, 2026, the Landlord will owe interest. This will be simple interest calculated from February 22, 2026 at 4.00% annually on the balance outstanding.

4. If the Landlord does not pay the Tenant the full amount owing by February 21, 2026, the Tenant may recover this amount by deducting the amount from the rent owing for the month of March 2026.
5. The Tenant has/have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 10, 2026
Date Issued

Brenda Mercer
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.