



## Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-101364-24

In the matter of: 4, 212 BANK ST  
OTTAWA ON K2P1X1

Between: Erfan Khani Tenant

And

CLV Group Landlord

Erfan Khani (the 'Tenant') applied for an order determining that *CLV Group* (the 'Landlord') failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006*, or failed to comply with health, safety, housing or maintenance standards (hereafter referred to as the 'T6 Application').

This T6 Application was heard by videoconference on November 25, 2025.

The Tenant, the Tenant's Witness, Alireza Khani, and the Landlord's Legal Representative, Daniel Abraham, attended the hearing.

The Tenant spoke with *Tenant Duty Counsel* prior to the hearing.

### Determinations:

#### French Language Services

1. While the Tenant indicated on their T6 Application that they would like the dispute resolution process to be conducted in French, they stated at the hearing that they were seeking to proceed in English only.
2. As both parties confirmed their preference in having the matter heard exclusively in English, both parties agreed that the order shall only be issued in English.

#### T6 Application

3. The parties agree that the tenancy was terminated prior to the hearing, and that the Tenant had already moved out of the rental unit.
4. At the start of the hearing, the Landlord raised a preliminary issue with respect to the T6 Application, as they submitted that the application was lacking in detail, and prevented

the Landlord from having a fair opportunity to understand the case to be met and prepare an adequate defence.

5. The Landlord referenced the Divisional Court case *Ball v. Metro Capital Property*, [2002] O.J. No. 5931 (hereafter referred to as "*Ball v. Metro Capital*"), which states that a Notice of Termination which fails to provide sufficient details is void. At paragraph 10 of the case, the Court states in part that there are several purposes for requiring the landlord to provide the reasons and details in a Notice of Termination. The tenant needs to know the specific allegations in order to (1) be in a position to know the case that must be met and (2) to decide whether to dispute the allegations made against the tenant before the Landlord and Tenant Board; or (3) to stop the conduct or activity or correct the omission within seven days and thereby void the notice
6. The Landlord also submitted that the Tenant had served the Landlord with an amended application on November 20, 2025 (DOC-6830324), which presented substantially claims from the ones previously brought forward by the Tenant (DOC-4666037).
7. The Landlord therefore sought for the Tenant's proposed amendments to be denied, and for the T6 Application to be dismissed.
8. The Tenant agreed that they served the Landlord with an amended T6 Application on November 20, 2025, and that they intended to proceed with their amended application (DOC-6830324).

### Analysis

9. I note that *Ball v. Metro Capital* is in reference to a Notice of Termination served by a landlord to a tenant. I would also note that unlike an application, a Notice of Termination cannot be corrected or amended where it is lacking in detail. The *Ball v. Metro Capital* decision does not apply to the present case as the lack of detail arises in an application which can be sought to be amended.
10. I would, however, note that the principles of natural justice encapsulate the spirit of *Ball v. Metro Capital*, which are to afford the responding party – in this case the Landlord – the opportunity to properly understand the allegations against them, in order to know the case to be met and have the opportunity to raise a defence, if they so choose.
11. I agree with the Landlord that the T6 Application is not sufficiently detailed.
12. Indeed, the Tenant fails to provide any specific detail (such as but not limited to a detailed description of the alleged issues, the date the issues started, the date the Tenant told the Landlord about the issues, whether the issues were resolved, etc.) regarding the Landlord's alleged failure to address the cockroach issue in the rental unit, and in addition to providing submissions to matters that do not pertain to the Landlord's alleged failure to meet their maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failure to comply with health, safety, housing or maintenance standards<sup>1</sup>. For example, submissions

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<sup>1</sup> Sections 20 and 30 of the *Residential Tenancies Act, 2006*.

relating to noise complaints would be more relevant in an application submitted pursuant to section 31 of the Act.

13. Additionally, while the Tenant stated that they had intended to amend their T6 Application, their proposed amendments (DOC-6830324) do not clarify their existing claims. Instead, the Tenant only sought to duplicate the remedies they are also claiming through a separate and distinct application they have already filed with the Board (LTB-T-096175-25).
14. As the Tenant waited six (6) days prior to the hearing date to seek to amend their T6 Application, and as the proposed amendments do not bring clarity to the Tenant's T6 Application, and rather only seek to (significantly) alter the remedies requested by the Tenant, I did not find these requested amendments to be appropriate under the circumstances, and therefore denied the Tenant's amendment requests pursuant to section 200 of the Act and Rule 15 of the Board's *Rules of Procedure*.
15. As such, the only remedy the Tenant may have been entitled to (were they to have successfully met their burden of proof) was for the Landlord to complete certain repairs in the rental unit<sup>2</sup>.
16. However, as the Tenant has already vacated the rental unit, these requests would be moot under the circumstances.
17. Accordingly, I find that the T6 Application discloses no reasonable cause of action and must therefore be dismissed<sup>3</sup>.

**It is ordered that:**

1. The Tenant's T6 Application is dismissed.

**February 10, 2026**  
**Date Issued**

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Alexandre Traboulsi  
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.

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<sup>2</sup> Subsection 30(1)4) of the *Residential Tenancies Act, 2006*.

<sup>3</sup> Subsection 197(1) of the *Residential Tenancies Act, 2006*.