



Order under Section 30 & 31 Residential Tenancies Act, 2006

Citation: Husain v Parekh, 2026 ONLTB 15579

Date: 2026-02-20

File Number: LTB-T-109609-25

In the matter of: 613, 11 Thorncliffe Park Dr
Toronto ON M4H1P3

Between: Syed Mohammed Aftab Husain Tenant
Samira Vashi

And

Zakiyya Parekh Landlord
Moin Parekh

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Syed Mohammed Aftab Husain and Samira Vashi (the 'Tenant') applied for an order determining that Zakiyya Parekh and Moin Parekh (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.

AND

Syed Mohammed Aftab Husain and Samira Vashi (the 'Tenant') applied for an order determining that Zakiyya Parekh and Moin Parekh (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

This application was heard by videoconference on January 26, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the T6 application on a balance of probabilities. Therefore, the Landlord must pay the Tenants \$3,867.03 This

represents \$3,819.03.00 for a rent abatement and \$48.00 for the cost of filing the application.

2. The Tenants moved into the condominium rental unit on July 1, 2023, and pay the lawful monthly rent of \$3,023.75 on the first day of each month.
3. It was undisputed that there was a fire in the residential complex on November 27, 2025, which caused a forced evacuation of multiple units, including that of the Tenants. As a result of the fire, the Tenants were displaced and moved in with family for the period of November 27, 2024 to January 4, 2026.
4. The Tenants claim that their Landlord substantially interfere with their reasonable enjoyment of the rental unit and that 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. Specifically, while the unit remained legally uninhabitable and inaccessible, the Landlord continued to demand the payment of full rent and did not grant any abatement/refund when asked.
5. Sections 20 and 22 of the Residential Tenancies Act, 2006, (the 'Act') provide that:

20 (1) A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

22 A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.
6. The issue before the Board is whether the Landlord substantially interfered with the Tenants' reasonable enjoyment of rental unit and 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 due to the fire.
7. It was not disputed per news reports as evidenced, a total of 408 units had to be evacuated due to life threatening carbon monoxide levels, that the conditions varied throughout the impacted buildings and return to occupancy would happen in "a phased-in approach," as determined by the authorities.
8. The fire source was said to be inside of the walls of the two high-rise buildings and was caused by incomplete combustion of particle board placed in an expansion joint between two buildings. The rental unit in question is located within one of the two buildings.
9. As the fire remained uncontrollable for a prolonged period, Tenants continued to be advised of developments and were reminded that, *"Suite owners and tenants are strongly recommended to maintain appropriate insurance coverage; this is required by the condominium corporation's governing documents. The Corporation's insurance policy covers the common elements and the standard unit (as defined in the Corporation's Declaration and Standard Unit Bylaw). However, it does not extend to personal*

belongings, unit improvements/upgrades, or other non-standard items. Owners must obtain their own condominium unit owner's insurance policy to cover: • Improvements and betterments to the unit (ex. upgraded fixtures, flooring, or cabinetry); • Personal property and contents; • Personal liability

And if "the unit is rented, tenants must secure tenant (renter's) insurance for their personal belongings and liability."

10. The Landlord testified that the Tenants signed a lease agreement which included a clause that the Tenants must obtain personal contents insurance, this was not disputed by the Tenants. A copy of the lease agreement was produced as evidence.
11. It was not disputed that there was no damage sustained to rental unit as a result of the fire.
12. It was not disputed that the authorities permitted the re-occupation of certain units on the 6th floor where the rental unit is located on January 4, 2026, this included the permission for the Tenants to return on the same date as of 6 p.m. They were provided a time slot of 9:30 a.m. to 11:00 a.m. on January 5, 2026 to avail of scheduled elevator service for their use.
13. The Landlord testified that the Tenants paid for the rent to maintain the tenancy. That had they filed an insurance claim and decided to stay in alternative accommodations that those claims would have been covered in part through their insurance. On this basis, he did not believe he was in a position to consider the Tenants' request for rent abatement.

Analysis

14. As outlined above, it is undisputed that the fire was not the fault of the Landlord or the Tenants.
15. This case is similar to *Onyskiw v. CJM Property Management Ltd., 2016 ONCA 477 (CanLII)* where the Court of Appeal upheld the Divisional Court's finding that the LTB reasonably concluded there was no maintenance breach where a Landlord took all reasonable steps to address elevator defects. The Court found the Landlord took reasonable steps to keep the tenants informed, to provide them with assistance and also to ensure that staff was ready and available to assist the tenants, occupants and guests, so as to mitigate any hardship caused to the tenants by the elevator problems.
16. Similarly, in this case, the Tenants were unable to return to the unit and there was nothing the Landlord could do to remedy the issues as arising from a fire which necessitated a forced evacuation, a situation not caused by or in control of the Landlord. Where this case is different however, unlike in *Onyskiw*, the Landlord here continued to charge the Tenants rent for a unit that was uninhabitable.
17. Likewise in a recent Divisional Court ruling in *The Effort Trust Company v. Perron, 2025 ONSC 1632* the court upheld the decision of the LTB where it was determined that following a

fire in the rental unit, where the Tenant continued to pay rent while the rental unit was deemed uninhabitable, the Tenant was entitled to a claim of rent abatement as awarded.

18. Here, the Tenants had a comprehensive insurance policy required under the terms of the lease agreement. They submitted that had they filed a claim under the policy, they would have incurred a deductible of \$1,000.00 and their hotel or other alternative accommodations costs would have been covered for a period of up to two weeks. A policy outlining these terms was not evidenced.
19. The Landlord submitted that he did not have an insurance policy in place to protect against a possible loss of income because the condominium is insured by common elements and the Tenants are required to have their own coverage. He simply did not see a reason for it.
20. While the Landlord said he is unwilling to agree to an abatement of rent because the Tenants had an option to stay in accommodations that would have been paid in part by their own insurance policy, Tenants can move into any alternative housing of choice, here it was with family. The policy they have with their insurer, while required under the lease terms is separate from the Landlord's obligations under the *Residential Tenancies Act, 2006* (the 'Act').
21. Based on the above, I find that the Landlord did not substantially interfere with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household, therefore dismissing the T2 application claims.
22. However, the Landlord's conduct of charging rent while not being able to provide a unit that was fit for habitation was unreasonable. As the rental unit was deemed uninhabitable, at no fault and the Tenants continued to pay rent, they are owed 100% abatement for the entire period from date of evacuation to date of direction that they can safely return to the rental unit.

Remedies

23. The Tenants claim the same remedies for both the T2 and T6 application, they claim the entitlement to the reimbursement of/ abatement of rent in the amount of \$3,876.99 for the period of 39 days from November 27, 2025 to January 4, 2026.
24. As the lawful rent is \$3,023.75 the daily compensation rate is calculated as $\$3,023.75 \times 12 / 365$ days. Daily compensation is therefore \$99.41. In consideration of the 100% of abatement of rent for the period of November 27-30, 2025, the entire month of December 2025 - \$3,023.75 and the period of January 1-4, 2026, the Board may consider a claim of \$3,819.03.
25. The Tenants were forced to evacuate on November 27, 2025, the unit was uninhabitable until the Tenants were advised by building management, through the authorities that there was no longer a threat to life. The return date into the unit as provided was no earlier than 6:00 p.m. on January 4, 2026. The Landlord is required to maintain the unit in a good state of repair and fit for habitation, in return for which the Tenants are obligated to pay rent, given that the unit was not fit for habitation there was no rent due to the Landlord for the outlined period. Therefore, the Landlord will be ordered to pay \$3,819.03 to the Tenants as an abatement for the rental period from November 27, 2025 to January 4, 2026.

26. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

T6 Application

1. The total amount the Landlord shall pay the Tenants is \$3,867.03. This amount represents:
 - \$3,819.03.00 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by March 3, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by March 3, 2026, the Landlord will owe interest. This will be simple interest calculated from March 4, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenants the full amount owing by March 4, 2026, the Tenants may recover this amount by deducting \$1,000.00 from the rent each month from March 1, 2026 to May 31, 2026 and \$867.03 in June 2026.
5. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

T2 Application

6. The Tenants T2 application is dismissed.

February 20, 2026
Date Issued

Alicia Johnson
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.