



Order under Sections 30, 31 and 135 Residential Tenancies Act, 2006

File Number: LTB-T-076890-24

In the matter of: unit 3, 114 GLEN RD
TORONTO ON M4Y0E6

Between: MUGE NURDOGDU DICLE Tenant

And

BIANCA POLLAK Landlord

MUGE NURDOGDU DICLE (the 'Tenant') applied for an order determining that BIANCA POLLAK (the 'Landlord'):

- Collected or retained moneys illegally (T1 application).
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- withheld or interfered with their vital services or care services and meals in a care home (T2 application).
- 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 combined T1/T2/T6 application was heard by videoconference on January 8, 2026.

Only the Tenant's Legal Representative, Y. Ulukanligil, attended the hearing.

As of 9:30 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the T1 application only on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$18,000.00 plus the costs of the application by March 17, 2026.
2. At the outset of the hearing, the Tenant's Legal Representative submitted that the Tenant in only proceeding on the T1 and T6 application.

3. The Tenant's Legal Representative submitted that the tenancy was to commence on July 5, 2024 at a monthly rent of \$4,500.00. He submitted that the Tenant paid \$30,919.32 to the Landlord which represented, pro-rated rent for July of \$3,919.32 plus pre-paid rent for six months of \$27,000.00.

T1 application

4. In this application, the Tenant alleges that the Landlord has illegally retained moneys.
5. He also submitted that the Tenant could not reside in the unit due to it's condition, so he provided a N9 Notice to terminate the tenancy effective September 30, 2024 to the Landlord on July 26, 2024. In the T1 application, the Tenant seeks the return of \$18,000.00, representing four months of rent that the Landlord has illegally retained after the service of the N9 Notice.
6. Based on the evidence before me, I was satisfied that the Tenant provided a notice of termination (N9 Notice) in accordance with the Act and as such the tenancy lawfully terminated as of September 30, 2024. Subsection 44(2) of the Act provides that a tenant's notice to terminate a monthly tenancy shall be given at least 60 days before the date the termination is specified to be effective. In this case, the N9 Notice was given to the Landlord on July 26, 2024 and specified a termination date of September 30, 2024 which is more than 60 days notice.
7. The Landlord was not entitled to retain rent for a period after the tenancy lawfully terminated. Therefore, I find that the Landlord illegally retained \$18,000.00. Consequently, the Landlord shall pay this amount to the Tenant.

T6 application

8. In this application, the Tenant alleges that the Landlord breached their maintenance obligations under subsection 20(1) of the Act.
9. The Tenant's Legal Representative submitted that the Tenant had never seen the unit prior to moving into it as he just moved to Canada. The Tenant's Legal Representative submitted that upon the Tenant moving into the rental unit it had the following issues: cockroach and rat infestation, broken windows, kitchen sink clogged, broken glass on floor, and was generally unclean. The Tenant's Legal Representative also submitted that the Tenant within the first week reported these issues to the Landlord and the Landlord either asked the Tenant to fix the issue or did not respond. The Tenant's Legal Representative submitted that because the Landlord failed to address these issues the Tenant moved out of the unit around July 20, 2024.
10. Subsection 20(1) of the Act states:

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.

11. 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.
12. The evidence before me was insufficient to find that the Landlord failed to reasonably respond to the issues in the rental unit. In accordance with the above case law, the court rejected the submission that a landlord is automatically in breach of their maintenance obligations just because there are issues in a rental unit. A contextual approach must be considered on the entirety of the facts in this situation. In these circumstances, I find it more likely than not that the Landlord was not given a reasonable opportunity to respond to the issues reported by the Tenant, as the Tenant simply chose to vacate within a couple of weeks.
13. Therefore, I am not satisfied that the Landlord breached their maintenance obligations pursuant to subsection 20(1) of the Act.
14. Consequently, the T2 and the T6 application are dismissed.

It is ordered that:

1. The Tenant's T2 and T6 applications are dismissed.
2. The total amount the Landlord shall pay the Tenant is \$18,048.00. This amount represents:
 - \$18,000.00 for moneys retained illegally; and
 - \$48.00 for the cost of filing the application.
3. The Landlord shall pay the Tenant the full amount owing by March 17, 2026.
4. If the Landlord does not pay the Tenant the full amount owing by March 17, 2026, the Landlord will owe interest. This will be simple interest calculated from March 18, 2026 at 4.00% annually on the balance outstanding.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 6, 2026
Date Issued

Lisa Del Vecchio
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.