



## **Order under Section 69 Residential Tenancies Act, 2006**

**Citation:** Salman v Mohammed, 2026 ONLTB 19179

**Date:** 2026-03-05

**File Number:** LTB-L-049627-25

**In the matter of:** MAIN FLOOR, 25 JOSEPH ST  
MISSISSAUGA ON L5M1N8

**Between:** Hayder Salman Landlords  
Zainab Ismaeel

**And**

Wed Khalid Mohammed Tenants  
Wameedh Adel Sadiq

Hayder Salman and Zainab Ismaeel (the 'Landlords') applied for an order to terminate the tenancy and evict Wed Khalid Mohammed and Wameedh Adel Sadiq (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on November 3, 2025.

The Landlord Zainab Ishmaeel, the Landlords' legal representative, Heidi Melville, the Tenant Wameedh Adel Sadiq, and the Tenants' legal representative, Yuvraj Bhullar, attended the hearing.

### **Determinations:**

#### **Arrears**

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on October 15, 2025. Rent arrears are calculated up to the date the Tenants vacated the unit
4. The lawful rent is \$3,100.00. It was due on the 15th day of each month.

5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to October 15, 2025 are \$21,801.92.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$3,100.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit is applied to the arrears of rent because the tenancy terminated.
9. Interest on the rent deposit, in the amount of \$110.20 is owing to the Tenants for the period from May 15, 2024 to October 15, 2025.

Section 82 maintenance issues

10. As a result of maintenance and interference issues raised by the Tenants pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'), I find the Tenants are entitled to a rent abatement of \$3,720.00.
11. The Tenants say they believed they were renting the entire main floor of the residential complex (a detached house) and only became aware that a room or small portion of the main floor was a separate unit rented to another tenant when this other tenant emerged from the other unit while the Tenants were moving in. The Landlords dispute this and say this was discussed prior to the Tenants moving in and the Tenants were given the option to cancel the lease if they were not satisfied with the arrangement.
12. The lease (entered in evidence) describes the rental unit as 'main level no basement'. While the basement is specifically excluded, there is nothing to suggest any other exclusions. A common sense or plain language interpretation of the lease would conclude that the entire main floor is being leased.
13. The Tenants were not happy with this arrangement and found the noise from the unexpected adjoining unit to be disruptive. Accordingly, I find the Tenants are entitled to a rent abatement.
14. They suggested to the Landlords that the rent be reduced to \$2,800.00 per month to account for the differing expectations, but no agreement was reached during the tenancy. In their application, the Tenants request a 10% rent abatement for the noise and a \$1,000.00 per month reduction in rent because the tenant in the other portion of the main floor was paying \$1,000.00 per month. The amount the other tenant was paying for their portion of the main floor is not relevant to determining the amount of a rent abatement. However, I find the Tenants' request for a 10% rent abatement for the impact of the unexpected close neighbour to be reasonable.
15. Section 29 of the Act limits remedies for tenant issues to the 12 month period preceding the application. In the context of issues raised under section 82, this means the Tenants may only receive a rent abatement for the period beginning 12 months prior to the section 82 issues being filed. In this case, the issues were raised in October 2025, creating a 12 month abatement period. A 10% rent abatement for 12 months equals \$3,720.00.

16. The Tenants raised other issues, including raccoons in the garage, mice, a non-functioning stove burner, a circuit breaker in the kitchen being tripped, clogged toilets, drafty or non-sealing windows, no kitchen vent, uneven ground causing a fall and injury, blocked eavestrough causing ice, and lawn maintenance.
17. After considering the testimony of both parties and the evidence submitted, I find the Tenants have not proven that the Landlords were in breach of the Act to an extent which would justify an abatement for these issues. While the Tenants presented a translation of text messages between the parties, the translation was done by the Tenants and there were clear formatting changes which removed relevant context, including dates of messages. For this reason, the translated messages are unreliable and were not admitted into evidence.
18. Some issues were not reported to the Landlords at the time. Others were addressed in a reasonable time. The fall which was alleged to have been caused by a maintenance issue occurred more than 12 months prior to the issues being raised in addition to the fact that the underlying issue was not reported to the Landlord prior to the fall. Additionally, the Landlords made multiple requests for details of the Tenants' concerns beginning May 28, 2025 but did not receive any details of the issues until they were served and filed with the Board in October 2025. In their requests, the Landlords noted that they could not address issues that they were not aware of. The lack of response from the Tenants suggests that the issues were not of serious concern.

**It is ordered that:**

1. The tenancy between the Landlords and the Tenants is terminated as of October 15, 2025, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlords \$15,057.72. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlords owes on the rent deposit is deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlords the full amount owing on or before March 16, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 17, 2026 at 4.00% annually on the balance outstanding.

**March 5, 2026**  
**Date Issued**

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Dawn Carr  
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.

**Schedule 1  
SUMMARY OF CALCULATIONS**

**A. Amount the Tenants must pay as the tenancy is terminated**

|                                                                         |                    |
|-------------------------------------------------------------------------|--------------------|
| Rent Owing To Move Out Date                                             | \$21,801.92        |
| Application Filing Fee                                                  | \$186.00           |
| <b>Less</b> the amount of the last month's rent deposit                 | - \$3,100.00       |
| <b>Less</b> the amount of the interest on the last month's rent deposit | - \$110.20         |
| <b>Less</b> the rent abatement the Tenants are entitled to              | -\$3,720.00        |
| <b>Total amount owing to the Landlords</b>                              | <b>\$15,057.72</b> |