



Order under Section 87 Residential Tenancies Act, 2006

File Number: LTB-L-020356-23

In the matter of: BASEMENT, 48 MONTICELLO CRES
GUELPH ON N1G4P3

Between: Carla Zonneveld Landlord
Diane Favero
Larry Favero

And

Mika Sharma Former Tenant
Maya Sharma

Carla Zonneveld, Diane Favero and Larry Favero (the 'Landlord') applied for an order requiring Mika Sharma and Maya Sharma (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on January 12, 2026.

The Landlord's legal representative, Ian Shemesh and the Landlord attended the hearing.

An agent for the Tenants, the Tenant's father, Sunil Sharma attended the hearing.

Determinations:

7. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities.
8. I am satisfied that the Former Tenant was made aware of the hearing and obtained access to the application in accordance with the *Residential Tenancies Act*, 2006 (the "Act") section 191(2) that states:

When notice deemed valid

(2) A notice or document that is not given in accordance with this section shall be deemed to have been validly given if it is proven that its contents actually came to the attention of the person for whom it was intended within the required time period. 2006, c. 17, s. 191 (2).

9. Board records indicate the Former Tenant had accessed the portal and was able to upload evidence in advance of the hearing in accordance with the Board's Rules of Procedure on Disclosure of Evidence section 19 prior to the last hearing.
10. The Former Tenant vacated the rental unit on March 1, 2023.
11. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
12. The lawful rent was \$1,500.00. It was due on the 1st day of each month.
13. The Former Tenant has not made any payments since the application was filed.

Amend application

14. The Landlord requested to amend the application to correct a clerical error on the ledger and reduce the months of arrears claimed in the application from March 30, 2023 to February 28, 2023.
15. The Former Tenant agent objected to the amendment however led with insufficient reasons as to his objection.
16. In accordance with Board's Rules of Procedure 15.4, the LTB may exercise its discretion to grant a request to amend made at the hearing if satisfied the amendment is appropriate, would not prejudice any party and is consistent with a fair and expeditious proceeding.
17. I find the Landlord's request to be reasonable and complies with section 212 of the *Residential Tenancies Act*, 2006 (the "Act") for substantial compliance and the amendment addresses a clerical error.
18. I see no prejudice to the Former Tenant as the amount the Landlord is seeking does not change and the amendment reflects the lawful rent for two months the Landlord is seeking.
19. The Landlord's request is granted.

Rent arrears owing

20. The position of the Landlord is the Landlord and the Former Tenants entered into a fixed term tenancy agreement commencing on September 1, 2022 and ending on April 30, 2023.
21. The Landlord stated she typically rents the rental unit to students and provides rental period terms for eight months to accommodate students calendar year.
22. The Landlord stated she lives down the street from the rental unit and saw a moving truck at the rental unit on February 15, 2023 and discovered the Former Tenants were vacating the rental unit.

23. The Landlord offered for the parties to sign an N11 notice of termination and the Former Tenants told the Landlord to leave.
24. The Landlord's legal representative sent a letter addressed to the Former Tenants on February 16, 2023 (DOC-4308317 pg 18). The letter states the Landlord believes the Former Tenants have abandoned the rental unit and the Landlord is giving 30 days notice in accordance with the Board's Interpretation Guideline 4 for disposal of the Former Tenants property in the rental unit.
25. The Landlord received an N9 notice dated February 28, 2023 with a termination date of April 30, 2023 signed by both Former Tenants.
26. The Landlord stated the Former Tenant's vacated the rental unit prior to the end of the tenancy agreement, however the Landlord indicated at the hearing that they are seeking rent arrears in the amount of \$3,000.00 for the period from January 1, 2024 to February 28, 2023.
27. The Landlord collected a rent deposit that is still being held by the Landlord that will be applied to the last month of rent.
28. The Former Tenant agent stated he was not making evidence submissions to dispute the Landlord's claim but was disputing the Landlord's entitlement of rent arrears claim.
29. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations in the application for rent arrears owing.
30. Therefore, this portion of the Landlord's application is granted and the Former Tenant owes the Landlord \$3,000.00.

Substantial interference

31. The Landlord claims the Former Tenant's conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.
32. The position of the Landlord is the Former Tenant's informed the Landlord the stove was not working in the rental unit. The Landlord sent a service technician in to perform and inspection.
33. The Landlord stated that the technician determined the stove was in working order.
34. The Landlord believes the Former Tenants simply did not know how to use the stove and is seeking the cost of the service visit in the amount of \$169.50.
35. The Landlord submitted a copy of the invoice to support her claim.
36. The Landlord also submits the Former Tenant's had returned the keys to the Landlord however given the deteriorated relationship between the parties the Landlord felt obligated to change the locks of the rental unit for fear the Former Tenants had more keys.

- 37. The Landlord claims the out-of-pocket costs in the amount of \$601.18 as compensation for the Former Tenants conduct.
- 38. The Landlord submitted a copy of the invoice as evidence to support her claim.
- 39. The Former Tenant agent disputes the Landlord's claim for substantial interference and submits the Landlord's claim for entitlement is based on reconstructive evidence.

The stove

- 40. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has not proved the allegation for substantial interference.
- 41. A tenant has an obligation to inform landlords of maintenance issues in their rental unit. I am not satisfied that the Landlord's submission that the Former Tenant's act of notifying the Landlord of a potential issue meets the test for substantial interference due to the Former Tenant's conduct.
- 42. Further I do not accept the Landlord's conclusion that that the Former Tenant's simply did not know how to use the stove given their occupancy of the rental unit since September 2022, and I find it reasonable to assume the Former Tenants were using the stove for the period between September 2022 up to February 2023 when they were experiencing issues.
- 43. For the reasons above this portion of the Landlord's claim is dismissed.

Changing the locks

- 44. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has not proved the allegation for substantial interference causing the Landlord to change the locks.
- 45. The Landlord led with insufficient evidence as to what conduct substantially interfered with the reasonable enjoyment of the rental unit that led to the Landlord needed to change the locks.
- 46. In my view changing rental unit locks is a discretionary cost, and a cost of doing business in being a landlord.
- 47. Given the above this portion of the Landlord's application is dismissed.
- 48. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
- 15. The Landlord collected a rent deposit of \$1,500.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

16. Interest on the rent deposit, in the amount of \$34.32 is owing to the Former Tenant for the period from May 2, 2022 to March 31, 2023.
17. Throughout most of the hearing the Former Tenant agent was seen on video with most of his attention to the side of his video camera.
18. It appeared the Former Tenant agent was gathering notes for submissions, however many of the Former Tenant agent's submissions were not relevant to the allegations in the application and were in contradiction to the RTA.
19. The Landlord's legal representative suggested that the Former Tenant agent was using some form of an "AI" program to make submissions.
20. The Former Tenant agent was afforded amply opportunity to make evidence submissions to dispute the Landlord's claims and while I am aware of any reason that would prevent the Former Tenant agent from using information, like AI at his disposal for the hearing I note the Former Tenant agent chose in many instances to avoid making submissions of evidence.
21. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
22. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$3,000.00, which represents rent and compensation owing up to February 28, 2023.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$1,534.32 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
4. The total amount the Former Tenant owes the Landlord is \$1,651.68*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before March 15, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from March 16, 2026 at 4.00% annually on the balance outstanding.

March 4, 2026
Date Issued

Greg Brocanier
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To March 31, 2023	\$3,000.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,500.00
Less the amount of the interest on the last month's rent deposit	- \$34.32
Total amount owing to the Landlord	\$1,651.68