



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

File Number: LTB-L-106534-25

In the matter of: 21 ROYAL COLWOOD CRT
CONCORD ON L4K2J3

Between: Roland Lavi
Ruth Lavi
Landlords

And

Tanya Karina Szechynski (AKA Tanya Bush)
Arif Mohammed Hassam
Tenants

Roland Lavi and Ruth Lavi (the 'Landlords') applied for an order to terminate the tenancy and evict Tanya Karina Szechynski (AKA Tanya Bush) and Arif Mohammed Hassam (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlords' Agent, Eran Lavi, the Landlords' Representative, Julia MacDonald, the Tenants, and the Tenants' Representative, Ali Bukhari, attended the hearing.

Preliminary Issue:

1. The Tenant's Legal Representative stated that he has been retained only recently. They acknowledge that they filed a separate T6 but would like to have their s.82 issues heard here today. They would then withdraw the T6 application. They argue that it would be prejudicial to the Tenants if their issues are not heard and remedies granted. Hearing the applications together may enable them to preserve their tenancy.
2. The Landlords opposed the Tenants' request since the Tenants have already filed a separate T6 application. The Tenants have not made a request to combine the applications; however they have raised the same issues that are in the T6 application here.
3. The Tenants are entitled to file and have their s.82 issues heard on a landlord application so long as they have served and disclosed the same in accordance with the Rules of Procedures of the Board. In this case the Tenants did that and the Landlords were put on notice and so I find that there is no prejudice to have the issues heard today. Therefore, I granted the Tenants' request.

Determinations:

Rent arrears application

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. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.
5. The Tenants have paid \$500.00 to the Landlords since the application was filed.
6. The parties agree that the rent arrears owing to February 28, 2026, are \$44,865.00.
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 \$2,500.00 from the Tenants, and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$230.16, is owing to the Tenants for the period from December 1, 2021, to February 26, 2026.

Section 82 issues

10. In accordance with Section 82 of the *Residential Tenancies Act, 2006* (the 'Act'), a tenant may raise any issue that might have been raised on a Tenant application at a hearing for an arrears-based landlord application. While the burden of proof typically rests with the landlord on a landlord application, the tenant bears the burden to prove any allegations raised under Section 82 of the Act.
11. The Tenants have raised the following issues under s.82:
 - a) Mould
 - b) Lack of heat
 - c) One kitchen light not working
 - d) Outdated electrical box
12. The Divisional Court in *Toronto Community Housing Corp. v. Vlahovich*, [2010] O.J. No. 1463 (*Vlahovich*), confirmed that a remedy cannot go back farther than the one-year period prior to the filing of the application. As the Act is silent on the limitation period for issues raised by a Tenant under section 82, I find it reasonable to consider the disclosure date (February 18, 2026) as the closest equivalent to an application "filing date."

Accordingly, I find that any remedy awarded cannot go back farther than February 18, 2025 in this case.

13. The tenancy started in December 2021. There has been no increase in rent since the start of the tenancy.
14. Mould: The Tenant, Arif Mohammed Hassam (AMH), testified that the Tenants got a home inspection done by a certified home inspector on February 18, 2026. The report from the home inspector has been submitted. As per the report, mould was detected by the furnace in the basement area and also in the primary bathroom upstairs.
15. AMH testified that the Tenants noticed mould building up in 2022 to 2023. The Tenants informed the Landlords of the issues shortly after they moved in in 2021. The Landlords have not remedied any of the issues identified and have even refused to visit the home. AMH testified that his controlled asthma has been increasingly getting worse and his dependence on a steroid has also increased. AMH submitted some invoices for the steroid. AMH testified that they have made all attempts to keep the house clean, but the mould keeps returning. The Tenants believe the ventilation in the home is not good. This causes moisture which in turn, causes mould. The Tenants provided a text dated January 8, 2023, where AMH complained to the Landlords' Agent about the mould and other issues. AMH claims that he has not been able to get the mould tested as the Tenants do not have the funds to do so. AMH also believes that the mould in the bathroom affects him more as he uses it on a regular basis. No doctor's notes were provided for the asthma issue.
16. Heat: The Tenant testified that the heat in one of the three bedrooms is not adequate. The Tenants believe that this part of the home does not have proper HVAC connections. The Tenants' son who is 8 years old sleeps in that room and the temperature fluctuation is unbearable in extreme weather conditions. The Tenant submitted a picture showing a temperature of 15°C taken on February 18, 2026, a day when it was not extremely cold outside. They have tried to mitigate the issue by buying additional space heaters over the years and also believe that their hydro bill is higher because of this. They submitted an invoice for a space heater that they purchased recently. AMH testified that the living room in the house is also colder. The Tenants submitted a video showing a space heater with temperature reading from that room at 64°F. The Tenant testified that he also notified the Landlords about the heat issue on March 6, 2023, in the text message noted above.
17. One kitchen light not working: The Tenant testified that the kitchen has two ceiling lights and strip lights under the cabinets. Out of the two ceiling lights, one has not been working since the start of the tenancy. The Landlords asked him to change the light bulb which he did but that did not rectify the issue. The Landlords have not fixed the light to date. The lack of light is an inconvenience and a health and safety issue.
18. Outdated electric box: The Tenants submitted a picture of the electrical panel in the home and AMH testified that it is very old. The electrical box has fuses with triggers which trip in case there is a spike. The Tenants have to go down to the electrical panel to reset the fuse in case it switches off. AMH also complained about the old wiring in the house and testified to one incident where an electrical switch combusted internally and was on fire behind the wall. The Tenants had to call an electrician and paid out of pocket to get that switch looked

at and to ensure that there was no safety issues for the family. Again, the Tenants claim that the Landlords have not done anything to update the electrical panel in the house.

19. AMH testified that the Landlords have been indifferent to their requests and simply ask them to move out if they are unhappy. The Tenant testified that they have not met or seen the Landlords or Landlords' Agent in the last 2-3 years at all, so they have stopped complaining even though they are still suffering. All of these issues have been identified on the home inspectors report as well.
20. The Tenant testified that on February 21, 2026, the Landlords gave him a notice to enter for February 22, 2026, but he came with three other people who were unable to identify themselves so the Tenant denied them entry. One of the people who said he was a lawyer behaved in a threatening manner, so the Tenant was scared for the safety of his family. This is the first time the Tenants have filed a Tenant application since they started living in the house in 2021.

Landlords' response to all s.82 issues

21. The Landlords' Agent, Eran Lavi (EL), testified that after he asked the Tenants to increase their rent in October 2022, they started complaining about various issues in the house. EL asked the Tenants if he could come in and see the issues starting in February 2023 and until April 2023 multiple times but the Tenants kept postponing or denying entry for various reasons. A copy of the text messages was provided. In April 2023, the Tenants stopped responding and the last two messages went unanswered. Then the Tenants went silent. The Landlords did not ask for a further increase. The Tenants reached out to EL subsequently for rent receipts after two months but did not complain about any other issue again. EL did go to the rental unit to drop off the rent receipts, but the Tenants did not let him enter and asked him to drop them off in the mailbox. EL assumed everything was fine as the Tenants did not ask for any repairs again or ask him to come back to look at the house. Now, after the Landlords filed the N4 notice, the Tenants have again raised the same issues. EL tried entering the home on February 22, 2026. A notice was served with names of the people accompanying the Landlords' Agent. The Tenant sent EL a text to not enter. The Landlords' lawyer did not threaten the Tenant but told him it is unlawful to deny entry and even showed his ID. The Tenant closed the door in their face and did not let the Landlords inspect the rental unit. Without access, the Landlords are unable to rectify any issue or even establish whether there are in fact any issues.
22. EL testified that he lived in the house prior to the Tenants moving in. He acknowledged that the house is an older home but that does not mean it has issues. The room the Tenants complained of lacking heat is above the garage, so it is slightly colder. A small space heater can mitigate the issue easily. The Tenants complain each time the Landlords tries to raise rent. The Landlords believe it is a tactic to keep the rent low.

Analysis

23. The Tenants have raised issues with respect to the Landlord's maintenance obligations and also allege that the Landlord withheld vital services.
24. With respect to the issue of vital services, section 21(1) of the Act states:

21 (1) 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, withhold the reasonable supply of any vital service, care service or food that it is the landlord's obligation to supply under the tenancy agreement or deliberately interfere with the reasonable supply of any vital service, care service or food.

25. In this case the vital service alleged to have been withheld is heat. However, it is not disputed that the house has a furnace, and Landlords have not done anything to stop heat to the unit throughout the tenancy. The home inspector's report also mentions that the furnace is functional and there is heat in the home. Therefore, I find that the Tenants have not proved that the Landlords withheld a vital service to the unit, and the Tenants' allegation with respect to vital services is dismissed.

26. Subsection 20(1) of the deals with the Landlord's maintenance obligations and 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.

27. It is important to note that subsection 20(1) of the Act does not contain an element of fault. Therefore, the reasons for a landlord's breach are not relevant. In *Onyskiw v. CJM Property Management Ltd.* 2016 ONCA 477 (CanLII), the Court of Appeal rejected the idea that any service interruption amounts to an automatic breach of the Act. Instead, the Court urged the Board to apply a "contextual analysis" in each case, looking at all the facts before finding that a landlord breached the Act. As part of this analysis, the Court directed the Board to look at the essential nature of a tenant's complaints and what steps, if any, were taken by the landlord.

28. In determining whether the Landlords have breached their obligation to repair and maintain, the Board must first consider whether a maintenance or repair issue existed. The Board must then consider when the Landlord was informed of the issue or should reasonably have been aware of the issue and the steps taken by the Landlord to address the issue.

29. It is noteworthy that the Tenants have prevented the Landlords from access to the rental unit to assess the issue or remedy it even as recently as in February 2026. When the Tenants first raised the issues in January/ February 2023, the Landlord's Agent made multiple attempts to go check the rental unit and identify if there were issues. The Tenants did not cooperate. Since the Landlord's Agent's attempts to enter, the Tenants have neither complained again nor have they asked the Landlord to come visit. They only raised the issue again in the context of this application.

30. Although Section 27 of the Act does not require the presence or consent of the Tenant for the Landlord to conduct either repairs or inspections on 24 hours written notice, EL's evidence was that he did not push the Tenants for an entry after a certain point, assuming the issues were fixed by the Tenants themselves. I do note that the Tenants did reach out to the Landlord two months after but to discuss rent receipts only. Also, no Tenant applications have been filed since January 2023 until now.

31. As noted above, the Tenants did not inform the Landlords that there were continuing issues with either the heat, the kitchen light or mould, and so I find it reasonable that EL could have thought that the issue had been resolved.
32. There is no concrete evidence to support the mould claim by the Tenants. I note that the home inspector's report states there is a possibility of mould – "Organic growth noted on ceiling, possibly due to an old exhaust fan not functioning as designed. Recommend a qualified electrician replace the fan. Clean affected areas to promote a healthier environment." No supporting documentation was provided to show that the Tenant AMH's symptoms have worsened after 2021. No mould testing has been done to date. On a balance of probabilities, I am not satisfied that there is mould in the primary bathroom and the basement near the furnace.
33. For the heat issue, while I do not find it was interference with a vital service, I do find that since the bedroom is above the garage area, it may affect the amount of heat in the room. The Landlords should have followed up. For the lack of follow up, I find that the Landlord breached their maintenance obligations.
34. The kitchen light also has been inoperable for some time and may cause some inconvenience. It is the Tenant's own testimony that there are other lights in the kitchen area that are operable. I find this to be a minor inconvenience.
35. For the electrical panel, I don't find that just because the panel is older, it creates issues. The Tenants fell short on their onus to prove to me that the electrical panel is an issue of any sorts. The one incident that the Tenant mentioned about an electrical outlet catching fire, was not reported to the Landlords and so there was no opportunity for the Landlords to respond.. So, no remedy is being granted on this issue.
36. Based on the evidence before me, I find, on a balance of probabilities, that there was a maintenance and repair issue with respect to the kitchen light and heat in one room only. I further find that the Landlords were aware, or should have been aware, of the issue after January 2023. For the reasons above, I am not satisfied that the Landlords' actions were reasonable under the circumstances. Therefore, I find that the Landlords were in breach of their maintenance obligations under Section 20 of the Act with respect to the heat and the kitchen light.
37. Guideline 6 of the Board's Interpretation Guidelines states that, in determining the amount of an abatement for the violation of a tenant's rights, the Board will consider factors such as a landlord's intention in doing the action complained of by the tenant, whether the landlord was motivated by malice toward the tenant, the extent of the harm suffered as a result of the landlord's actions, whether the tenant contributed to or aggravated the situation, and the frequency or duration of the landlord's actions, including the number of occasions in which the conduct occurred. An abatement is not a punishment for a landlord but is intended to compensate a tenant for a contravention of the tenant's rights. While the Guidelines are not binding upon me, I agree with the approach stated in the Guidelines and have considered the factors outlined above where applicable. Also as noted above, the remedies can only go back one year from when they were raised with the Board.

38. The Tenants are seeking a 100% abatement for the issues which is not justifiable based on the evidence. The heat is an issue for 6 months of the year and the kitchen light is a slight inconvenience at best. I am granting the Tenants a 5% abatement for the heat in total for a period of six months which is $5\% \times \$2,500 \times 6 \text{ months} = \750.00 . For the kitchen light, I am granting the Tenants \$250.00 as a lump sum. The total amount of abatement is \$1,000.00.

Section 83 considerations

39. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlords attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
40. The Tenants testified they have been looking for another rental unit but have not been able to find anything in their budget. Their son goes to school nearby too. The Tenants would like as much time as possible to move out.
41. The Landlord opposes a delay. The Tenants have lived rent free for a year. The Tenants have testified they have financial issues. This tenancy is not sustainable. I agree that the rent arrears have grown substantially, and the Tenants do not have the means to pay them off or enter into a payment plan. I find it is not appropriate to delay or deny eviction given the circumstances.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$46,551.00 if the payment is made on or before March 21, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered, plus any additional rent that became due after March 21, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order, the Tenants must move out of the rental unit on or before March 21, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$40,957.78. This amount includes rent arrears owing to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlords owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.

6. The Tenants shall also pay the Landlords compensation of \$82.19 per day for the use of the unit starting February 27, 2026, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before March 21, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 22, 2026, at 4.00% annually on the outstanding balance.
8. If the unit is not vacated on or before March 21, 2026, then starting March 22, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after March 22, 2026.

March 10, 2026
Date Issued

Sheena Brar
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on September 22, 2026, if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before March 21, 2026.

Rent Owing to March 31, 2026	\$47,865.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$500.00
Less the amount of abatement granted	-\$1,000.00
Total the Tenants must pay to continue the tenancy	\$46,551.00

B. Amount the Tenants must pay if the tenancy is terminated.

Rent Owing to Hearing Date	\$45,001.94
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$500.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$230.16
Less the amount of abatement granted	-\$1,000.00
Total amount owing to the Landlords	\$40,957.78
Plus, daily compensation owing for each day of occupation starting February 27, 2026	\$82.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	