



Amended
Order under Section 30 / 31 / 69 / 88.1 / 88.2 / 89
Residential Tenancies Act, 2006

Citation: Fahimnia v Sobati, 2025 ONLTB 94163

Date: 2026-03-12

File Number: LTB-T-049020-23-AM
LTB-T-050471-23-AM
LTB-L-098952-23-AM
LTB-L-005537-24-AM

In the matter of: 281 GOLDRIDGE DR
Ottawa ON K2T1H4

Between: Mehrdad Fahimnia
Akram Fattahaljanan

Landlords

And

Jafar Sobati

Tenant

Mehrdad Fahimnia and Akram Fattahaljanan (the 'Landlords') applied for an order to terminate the tenancy and evict Jafar Sobati (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes [LTB-L-005537-24].

The Landlords applied for an order to terminate the tenancy and evict the Tenant because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlords also applied for an order requiring the Tenant to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlords also applied for an order requiring the Tenant to pay the Landlords' reasonable out-of-pocket costs the Landlords have incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

The Landlords also applied for an order requiring the Tenant to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlords' reasonable enjoyment of the residential complex or another lawful right, privilege or interest. [LTB-L-098952-23]

Jafar Sobati (the 'Tenant') applied for an order determining that the Landlords harassed, obstructed, coerced, threatened or interfered with the Tenant. [LTB-T-049020-23]:

The Tenant applied for an order determining that the Landlords failed to meet the Landlords' maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards. [LTB-T-050471-23]

These applications were heard by videoconference on April 10, 2025, May 20, 2025, June 20, 2025 and December 3, 2025.

The Landlords, the Landlords' Legal Representative Linda Flores and the Tenant attended the hearing.

This amended order is issued to correct a clerical error at paragraph 13 in the original order issued March 4, 2026 regarding the amount of funds being held in trust by the LTB.

Determinations:

Removal of a tenant party to the application

1. The parties agreed to remove Namal Hamodi as a party to these applications. The individual is not named as a tenant on the lease agreement.
2. The applications are amended accordingly.

Background

3. The parties entered into a written one-year, fixed term residential lease agreement on the standard OREA form on December 28, 2021, with occupancy of the house commencing on February 1, 2022.
4. The parties agreed to replace that lease with a lease on the LTB approved form, which they signed on January 31, 2022, with occupancy commencing on February 1, 2022. The tenancy converted to a month-to-month tenancy on February 1, 2023.
5. The monthly rent is \$2,750.00, due on the first day of each month. The Tenant paid a last month's rent deposit of \$2,750.00. The Tenant is responsible for paying for heat, electricity and water/sewage charges for the rental unit.
6. The Tenant claims that there was disrepair in the rental unit when he took possession.

The hearings

7. The tenancy involves significant conflict. The parties filed and relied upon copious amounts of documents. The hearings were unusually cumbersome because of the parties' often disorganized and confusing evidence and disparate submissions.
8. The Landlords, in particular, filed multiple informal 'ledgers' or accountings of rent and utilities arrears, many of which were duplicative while others documented amendments,

often handwritten. Most of the documents filed were unidentifiable by their title. Simply put, the evidence filed and relied upon tended to be, at first, chaotic.

9. Without doubt, the Landlords' deficient documentation placed an extra burden on the Landlords' Legal Representative. On the other hand, the Tenant often presented his evidence and submissions dogmatically and repetitively, leading to lengthy hearings.

Interim Orders issued June 20, 2024 and June 26, 2025

10. On June 26, 2025, I issued an interim order requiring the parties to organize and clarify their positions and evidence and directed that they properly name evidence files for ease of reference. The order indicated that the parties should serve and upload to the Portal a summary of their positions by July 9, 2025 in accordance with the strict directions.
11. The Landlords failed to serve and file a proper rent ledger as ordered, instead filing an accounting that was ultimately as perplexing as the previous 'ledgers'.
12. As for the Tenant, he filed no documents as ordered with respect to a legible, accurate chart of rent charged and paid, with reference to method and date of payment, despite claiming he owed no arrears of rent. He also failed to file (i) a chart accounting for the utilities he was charged for and paid – or objected to – despite disagreeing with the amount alleged owing or (ii) his written response to the property damage claim.
13. The two interim orders issued on June 20, 2024 and June 26, 2025 required the Tenant to pay the monthly rent in full and on time directly to the Landlords pending the resolution of these applications. If the Tenant failed to comply, the Board would consider exercising its discretion to refuse to accept or consider the evidence and submissions of the Tenant.
14. The Tenant acknowledged that he failed to pay the rent to the Landlords either on time or in full, or both, between December 1, 2024 and December 1, 2025. He was unable to provide reasonable justification for failing to obey the interim orders.
15. Board orders are not mere suggestions. They are legally binding orders with real consequences. If the Board does not uphold and enforce its own orders, then disrespect for the Board's processes will undoubtedly follow.
16. As a result, I determined that this was an appropriate instance to refuse to consider the Tenant's evidence and submissions at the hearing held on December 3, 2025. However, the Tenant was permitted to cross-examine the Landlords on their evidence at the hearing.

Payment of money into the LTB

17. In July 2023, the Tenant decided to pay his rent into the Board pending the resolution of these proceedings.
18. The Landlords' Legal Representative L.F. contends that the Tenant paid money in the Board without lawful authorization, either in retaliation or to otherwise cause the Landlords to suffer financial hardship.
19. In specific situations, the *Residential Tenancies Act, 2006* (the 'Act') allows a party to an application to pay money into LTB, or an LTB adjudicator may direct a party to pay money into the Board. The money is held in the LTB's Trust Account with the Canadian Imperial Bank of Commerce (CIBC) until the application is resolved.

20. The Tenant was authorized to make payments into the Board under LTB-L-005537-24 (L1 application), without the formal consent of the Board. It appears that due to an administrative error, the Request form was not uploaded to the LTB Portal.
21. On June 20, 2024, the Landlords received an LTB pay-out of \$17,368.75 plus interest from the LTB trust account.
22. Based on the above, I am unable to find that the Tenant misused or abused the process by making payments into the Board as the Landlords claim.

L1 application

23. The Landlords served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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.
24. As of the hearing date, the Tenant is in possession of the rental unit.
25. The lawful rent is \$2,818.75. It is due on the 1st day of each month.
26. Based on the monthly rent, the daily rent/compensation is \$92.67. This amount is calculated as follows: $\$2,818.75 \times 12$, divided by 365 days.
27. I am satisfied that the Landlords have established with the evidence that the rent arrears owing to December 31, 2025 are \$17,634.42.
28. During the hearings, the Tenant argued strenuously and repeatedly that he had paid an additional \$2,820.00 into the Board on July 4, 2023.
29. I communicated with the finance department to confirm whether the Tenant had made this additional payment and was informed that, after a diligent record search, the LTB had no record of such payment.
30. The Tenant was given multiple opportunities to prove this payment was made into the LTB with reliable documentation, but he failed to do so.
31. I am satisfied that the amount currently being held in trust by the LTB is \$8,456.25. This amount shall be credited to the Tenant and an order paying out the funds to the Landlords shall accordingly issue.
32. Therefore, the total amount of rent the Tenant owes to the Landlords to December 31, 2025 is \$9,178.17 ($\$17,634.42$ owing minus $\$8,456.25$ currently held in trust to be paid out to the Landlords).
33. The Landlords incurred costs of \$244.00 for filing the applications and are entitled to reimbursement of those costs.
34. The Landlords collected a rent deposit of \$2,750.00 from the Tenant 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.
35. Interest on the rent deposit, in the amount of \$263.89 is owing to the Tenant for the period from February 1, 2022 to December 3, 2025.

L2 application

36. On November 9, 2023, the Landlords gave the Tenant a voidable N5 notice of termination alleging that the Tenant (i) failed to pay arrears of utilities, (ii) willfully or negligently caused undue damage to the rental unit and (iii) by his behaviour, substantially interfered with the Landlords' reasonable enjoyment of the rental unit for all usual purposes or with another lawful right, privilege or interest of the Landlords.

Substantial Interference

37. The Landlords claim that on August 12, 2023, the Tenant interfered with the work of contractors the Landlords had employed to perform general yard work, including trimming of trees.
38. The uncontested evidence is as follows.
39. The Tenant refused to allow the contractors to access the hydro supply in the unit in order to use their power tools. One of the contractors called the Landlords three times, complaining that the Tenant was enraged and yelling at them. The contractor stated that the workers were leaving and would not return unless and until the Landlords provided an alternate hydro supply and could ensure they would not be further harassed by the Tenant.
40. On August 13, 2023, A.F. attended the unit to do an initial inspection. The Tenant returned home while she was there and he immediately approached her aggressively, invading her personal space. She stated that he was angry because she had entered the unit in his absence. He told her she had no right to enter despite A.F. confirming that she had given proper notice of entry. She then left.
41. A.F. gave proper notice of entry for the next day and attended the unit at the specified time. She began to unlock the front door when the Tenant opened the door; the Tenant yelled at her, pushed her shoulder back causing her to stumble backwards. He continued to assert that she was not permitted to enter the unit. A.F. called the police. She recalls that when they arrived, the police advised the Tenant that he was required to allow them entry as they had given proper notice.
42. While the police were there, the Landlords' electrician arrived at the unit as earlier arranged with the Landlords. But when he saw the police cars, he left, and he subsequently told them that he would not come back because he didn't want any trouble.
43. A.F. attempted a second return that afternoon as she intended to follow up with the Tenant about the removal of the Landlords' items in the garage and to discuss arrangements for repairs to the unit. She rang the doorbell and the Tenant answered. She recorded the encounter on her phone. Seeing that A.F. was recording on her phone, the Tenant knocked the phone out of her hand. A.F. left the property without entry. L.F. presented the video recording which supports the facts alleged.
44. I am satisfied that the Tenant substantially interfered with the Landlords' reasonable enjoyment of the rental premises August 12, 2023 and August 13, 2023 by his aggressive conduct.
45. While the Tenant's conduct was inappropriate and concerning, the Landlords presented no evidence demonstrating that the Tenant failed to void the N5 Notice with respect to the

aggressive conduct or his refusal to allow entry into the rental unit within the 7-day voiding period between November 10, 2023 and November 17, 2023.

46. Therefore, the claim relating to the Tenant's substantial interference is denied. The Landlords' request for an order that the Tenant pay the Landlords' reasonable out-of-pocket expenses resulting from the Tenant's conduct is unsubstantiated and also denied.

Utilities

47. The OREA lease the parties signed, as submitted, indicates that the Tenant was responsible for paying the cost of gas, electricity, water/sewage and the rented hot water tank for the rental unit. The Tenant would remove snow and cut the grass at the unit.
48. In Schedule A to the lease, the parties agreed that the Tenant would "change the utilities to their name before possession of the property".
49. That lease was replaced with a tenancy agreement on the LTB approved form which the parties signed on January 31, 2022.
50. In that agreement, no provision was made for the Tenant to put the utilities account in his name, and he was not required to pay for the cost of the hot water tank rental. Neither does it provide any details about how the Tenant will receive notice of when the bills are due, to whom payment will be made or describe the method of payment.
51. There is no dispute that, in practice, the Landlords would email the utilities bills to the Tenant. The Tenant was then supposed to pay the bills in full and on time.
- The hot water tank rental
52. The Tenant objects to paying for the Reliance Home Comfort hot water heater rental.
53. The parties did not agree in the existing lease agreement that the Tenant would pay for the cost of the hot water tank rental.
54. I adopt the reasoning in *Mailes v. Pennfund Corp*, 2020 CanLII 117946 (ON LTB)¹, in which the Board found that the water heater was a fixed asset and therefore the landlord's responsibility.
55. Landlords pay for the expense of a furnace (furnaces can be rented, for example, from Enercare) and for an electrical system to deliver heat and electricity to the rental unit. A hot water tank is a similar fixed asset, the cost of which should be borne by the landlord.
56. Therefore, the amount the Landlords are asking to be reimbursed for in respect of the rental water heater is denied.
- Water bill arrears
57. Based on the unchallenged evidence, I find that the Tenant failed to pay the water bills that he was required to pay under the terms of the tenancy agreement.

¹ See also *Hernandez v. Isoufi*, 2023 ONLTB 37796 (CanLII); *Thompson v. Jez*, 2025 ONLTB 62022 (CanLII).

58. The Landlords' finalized ledger and compilation of water usage bills show that the Tenant neglected to pay the bills between February 7, 2023 and September 2025, for a total amount owing of \$3,983.51², up to and including December 3, 2025.

Damage to the rental unit

59. As explained below, the Landlords have proven on a balance of probabilities the uncontested grounds for termination of the tenancy.

60. During her inspections of the unit between August 12 and 14, 2023, A.F. testified that she discovered:

- the basement bathroom was very dirty,
- there seemed to be a leak from the upper bathroom and black mould was observed in the upper bathroom,
- a kitchen cabinet door had "fallen down"; the Tenant had removed the door from the frame and screws were missing,
- multiple holes in the walls of the basement, which were not the result of ordinary wear and tear,
- that someone had removed the smoke detector in the basement,
- a damaged baseboard heater,
- the electrical panel in the basement was warped from damage,
- the basement door was marked up and badly scuffed, needing replacement,
- that someone had improperly hooked up a hose in the ensuite bathroom in proximity to the toilet without the Landlords' consent, causing damage to the half bathroom located directly underneath on the main floor, and that a second hose was improperly installed in the main floor bathroom, resulting in water and visible mould damage to the baseboards and bathroom vanity, and
- the sliding closet doors in the basement were taken off their frame and the slider track was damaged.

61. The Tenant did not repair the damage, pay the Landlords the reasonable costs to repair the damage or make arrangements satisfactory to the Landlords within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).

62. The Landlords have established on the evidence that the Tenant negligently caused the undue damage to the rental unit.

63. Specifically, I find that the Tenant made several holes in the basement walls, damaged the sliding closet doors and a basement door, removed a basement smoke detector and caused damage to a radiator in the unit.

² As referenced and confirmed at page 2 of the Landlords' written submissions, filed July 10, 2025.

64. Additionally, I find that the Tenant installed hoses in the bathrooms of the unit without the permission of the Landlords, causing the water damage as described and verified by the Landlords' photos submitted for the Board's consideration.

Relief from eviction

65. The Landlords submit that the tenancy is unsustainable. L.F. states that the Tenant deliberately withheld the rent. The Landlords received no or partial rent payments for over one year and many payments were late. This was highly prejudicial to their finances.
66. Because of this, they claim, their financial resources were depleted and they were compelled to request a mortgage deferral with additional interest payable of \$10,764.50.
67. The Landlords describe the Tenant's conduct as uncooperative, recalcitrant and aggressive. They believe that the Tenant is litigious, making unfounded, "frivolous" claims as a tactic to avoid eviction. In their view, it will be impossible to maintain any kind of a reasonable and cooperative landlord-tenant relationship.
68. L.F. maintains that a reasonable tenant who was keen on preserving their tenancy would have acknowledged the arrears and property damage and made cogent efforts to rectify the breaches. Instead, she argues, the Tenant has intentionally created confusion in these proceedings, has drawn out the hearing process and has generally acted in bad faith.
69. Termination of a tenancy is a remedy of last resort and is only appropriately considered where the nature of an issue, or the cumulative nature and effect of more than one issue, renders continuation of a tenancy unsustainable.
70. It is clear that the Tenant objects to paying utilities costs and rent in full and on time that he is obligated to pay under the tenancy agreement. He refuses to abide by LTB orders. He declines to communicate and resolve issues with the Landlords reasonably and in good faith. He demonstrates minimal interest in complying with his tenant responsibilities.
71. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006*, and find that find it would be unduly prejudicial to the Landlords to permit this unsustainable tenancy to continue.
72. The Tenant seeks reasonable time to vacate if termination is ordered. I find that it would not be unfair to briefly postpone the eviction until March 31, 2026 pursuant to subsection 83(1)(b) of the Act. This will give the Tenant some additional time to arrange his affairs.

Compensation for unpaid utilities

73. I find that the Landlords incurred reasonable out-of-pocket expenses of \$3,983.51 as a result of the Tenant's failure to pay the municipal water invoices as required.

Compensation for damage

74. The Landlords indicate that they are willing to reduce the request for compensation for damage to the property to \$7,500.00.
75. No invoices for work completed or quotes to complete the repairs were submitted to the Board. The Landlords convey that, as of August 15, 2023, it has been clear that the Tenant

is refusing to allow entry into the unit and so they have been unable to obtain quotes for the necessary repairs.

76. L.F. provided the following estimates from hardware store websites:

- \$1,500.00 - \$1,800.00 to replace the sliding door and track,
- \$103.00 - \$250.00 to replace the radiator, and
- \$400.00 - \$700.00 to replace the basement door.

77. The above estimates do not include the cost of labour. L.F. also estimates it will cost at least \$3,000.00 to repair the holes in the basement walls and to repaint, labour included.

78. My review of estimates on Google shows that Landlords ought to be able to purchase the replacement items at less cost than proposed: the sliding door, \$250.00; the radiator \$150.00- \$200.00; and the basement door \$150.00- \$175.00, plus labour. I appreciate that the Landlords may have to paint the entire main living area in the basement in order to achieve a colour match. Still, the Landlords led no evidence of the square footage of the basement area needing repair.

79. I am satisfied that the reasonable, realistic cost to make the repairs is \$3,000.00 and an order will be issued requiring the Tenant to pay this amount to the Landlords.

80. The Landlords did not present any evidence with respect to the cost of making any of the other repairs listed in the application.

T6 application

81. As explained below, the Tenant has proven on a balance of probabilities with sufficient evidence two of the claims that the Landlords failed to maintain, and to make repairs to, disrepair in the rental unit in a timely and effective manner.

82. The Tenant alleges the following disrepair in his application:

- yard lighting and landscaping,
- exterior staircases,
- unsafe electrical cord in the backyard,
- maintenance and cleaning of hot water tank,
- kitchen cabinets, bathrooms, faucets, garage doors included in a "expert" report dated December 15, 2022, plus repairs to the fireplace,
- paint deficiencies, and
- malfunctioning dryer and dishwasher.

The Tenant's evidence

83. The Tenant testified that on February 1, 2022, the day he took occupancy of the unit, he called the Landlords about multiple repairs needed:

- repair of the fireplace: he asserts that the only response by the Landlords was to guide him over the phone about how to use the fireplace controls. He claims the fireplace is still not working.

- painting the guest bedroom because it had not been repainted for some time prior to him moving into the unit: he maintains that the Landlords did not adequately respond.
- some kitchen cabinet doors do not close, and one door is not properly attached to the frame.
- the main floor bathroom faucet leak (water usage increased as a result): nothing was done until the Landlords sent in a contractor in December 2023, at which time the Tenant was advised that the faucet need to be replaced.

84. The Tenant's evidence is that the landscaping was to be undertaken during the spring season after he moved in. He alleges that the exterior lighting does not work. He testified that he and the Landlords communicated by WhatsApp about these issues but he did not serve or file copies of relevant correspondence for the Board's consideration.
85. In his amended application, the Tenant claims that he informed the Landlords by phone on August 1, 2022 that the dryer is making holes in his clothing. The appliance is also sitting on a metal tray base with very sharp edges, creating a physical safety concern.
86. The same day, he said, he informed the Landlords that the dishwasher was not working. The appliance was not replaced until August 2023.
87. November 20, 2022 was when he reported to the Landlords that there was an unpleasant odor emanating from the hot water tank. He stated that the Landlords did not respond.
88. The Tenant recalls that, on December 12, 2022, he observed an electrical wire poking out of the snow in the yard. He notified the Landlords because of a safety concern: he believed that electrical current was flowing through the wire.
89. He acknowledges that the Landlords sent their son W. and a contractor over on December 13, 2022 to inspect the disrepair. While there was email correspondence between the parties, he did not serve or file that evidence.
90. On the same day, he says, he pointed out to the Landlords' agents the problems with blockages in the aging upstairs bathroom toilet and an issue with the fit of the garage door, which was too small to safely secure the interior of the garage. Snow and rainwater were entering the garage through these gaps.
91. On March 21, 2023, the Tenant emailed the Landlords with a list of the disrepair, namely the electrical wire in the yard, hot water tank maintenance, and "what was inspected by the expert on December 15, 2022 ... such as kitchen cabinets, bathrooms, bathroom faucets, garage door etc."
92. He did not submit a report from the "expert" or other relevant correspondence or documentation relating to that inspection in support of the claim.
93. Finally, the Tenant complains of loose and missing stones in the yard and that the exterior stairs in need of repair. He testified that he has previously tripped over these stones. When asked by L.F., he agreed that he did not report these incidents or injuries to the Landlords.
94. The Tenant's position is that most of the disrepair continues to date.

The Landlords' evidence

95. A.F. claims that the first time they became aware of the disrepair issues was on June 23, 2023, when the Tenant filed his response to their L1 arrears application.
96. The Landlords reside in the U.S.A. In August 2023, A.F. flew to Ottawa for the purpose of inspecting the rental unit for disrepair. On August 11, 2023 she provided a 24-hour written notice of entry to the Tenant for an inspection on August 12, 2023.
97. A.F. testified that she was unable to observe any issues with regard to the garage door, patio stones, or dryer. She asserts that she did not find any problem with the functioning of the faucets or toilets and presented a video she took that day showing the faucets and toilets working properly.
98. She claimed that the hot water heater tank was only two years old and she could not detect any foul odors in the rental unit as the Tenant contended. She stated that she contacted Reliance, the tank supplier, who confirmed that they would not inspect the appliance based on the information provided.
99. She acknowledges that there is an electrical wire that runs from an electrical box in the yard. She disputes that it is a safety concern as it is apparent that no electricity runs through the wire- she tested it for good measure, and the wire was not live.
100. During the inspections, the Landlords removed the old dishwasher and replaced it. They stored the old appliance temporarily in the garage.
101. A.F. emphasized that the unit was in good repair when the Tenant took occupancy in February 2022. On December 6, 2019, she said, they paid for the whole interior of the house to be painted, including the basement. They also paid to replace the garage door sensor and to check and level the dishwasher. She presented a corresponding invoice from Green Capital Renovations Inc. They believed that the fireplace was working.
102. According to the Landlords, they attempted to arrange with the Tenant to make repairs in October 2023, but the Tenant was uncooperative and indicated he would refuse entry.

Analysis

103. In this case, the only claims with sufficient evidence led to support a finding that the Landlords failed to meet their repair and maintenance obligations are with respect to the fireplace disrepair and the kitchen cupboard disrepair.
104. I am satisfied that the Tenant brought these issues promptly to the attention of the Landlords (the fireplace in February 2022 and the cupboards in December 2022) and that the Landlords neglected to properly investigate and make repairs in a timely manner.³
105. The Landlords contend that the Tenant would refuse them entry to the rental unit in order to make these repairs. I am not convinced from the Landlords' evidence that the Tenant denied entry to the Landlords between February 1, 2022 and August 11, 2023.

³ See *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#),

106. Therefore, I am satisfied that the Landlords failed to reasonably meet their obligations under subsection 20(1) of the Act.

Remedies

107. The Tenant seeks a 15% monthly rent abatement as a remedy with respect to all of the issues complained of in the application. I find that a rent abatement of \$1,009.89 is appropriate in the circumstances, representing 2% of the rent from February 1, 2022 to August 11, 2023. The Tenant is entitled to the application filing fee.

T2 application

108. As explained below, the Tenant did not prove the allegations contained in the T2 application on a balance of probabilities.

109. He claims that the Landlords have been storing their property in the garage and in the basement since he moved into the unit. He testified that although he asked the Landlords to remove the items, they did not respond. Several items are still stored at the property.

110. He stated that these extra items leave minimal room to park his vehicle inside. He asks for an order requiring the Landlords to pay him a significant retroactive monthly storage fee.

111. The Tenant acknowledged that he erected a plywood barrier in the garage blocking off the Landlords' items. He agreed that the Landlords attended at the property on August 13 and 14, 2023 to remove the items at his insistence but that he did not permit them to do so on either day.

112. He did not produce any documentation to show that the parties agreed that the Landlords were prohibited from storing items in the rental unit, temporarily or otherwise. Consequently, I find this claim has no merit.

113. The Tenant complains that there is one mailbox, which he is compelled to share with the Landlords. He objects to the lack of privacy with respect to his mail. While it is prudent and advisable for landlords to maintain their own private mailbox, I am unable to find that the Tenant substantiated the particulars of this claim with cogent, persuasive evidence showing how the shared mailbox has had a detrimental impact.

114. The Tenant further contends that in 2023 the Landlords submitted false information to Front Lobby, a platform used by landlords to report rent payments to credit bureaus, causing his credit score to be "devalued". The Tenant claims that he lost at least one prospective business contract as a result.

115. He presented a copy of his credit score from Equifax, dated June 5, 2023. The report notes that the Tenant owed \$507.00 in rent in April 2023. To support his claim, he also produced a letter from RW General Trading in Kuwait, in which M.A., of the Human Resource Dept. writes:

"Unfortunately, we inform you that due to the credit report provided to us the agreement above-mentioned has been suspended cause the credit score decreased, and you are not qualified as a counselor for the company, please provide us with the reason for the score difference, to continuing as legal adviser please let us know if your credit score has improved."

116. Absent is any evidence which clearly links the Landlords' alleged improper conduct to the reduction in his credit score. Without more, this claim is merely speculative.
117. Finally, the Tenant claims that the Landlords failed to put the water bill account into his name as agreed. He testified that he began receiving inaccurate accounting from the Landlords for the cost of the utility and, as a result, he was overcharged.
118. As noted earlier, the existing LTB lease agreement does not require the Landlords to put the utilities accounts in the Tenant's name or require the Tenant to put the accounts into his own name. I also note that the Tenant did not file an application with the Board, claiming that the Landlords collected an illegal charge.
119. The Tenant has not adequately established that the Landlords have been, and are, substantially interfering with his reasonable enjoyment of the rental property or that they are engaged in pattern of harassing him.
120. The Tenant's T2 application is, therefore, dismissed.

Costs

121. The Landlords ask the Board to consider an order for costs in the amount of \$700.00 for each hearing in which the Tenant engaged in unreasonable conduct.
122. After considering the history of the matter and LTB's Interpretation Guideline 3 - Costs, I am unable to find that the Tenant's conduct was so unreasonable that costs are warranted. To be fair, I would also need to consider the Landlords' contributions to delays in the hearing process and consider a similar order for costs.
123. There shall be no order for costs.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated based on the successful L2 application. The Tenant must move out of the rental unit on or before March 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 April 1, 2026.
4. The Tenant shall pay the Landlords compensation of \$90.41 per day for compensation for the use of the unit starting April 1, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlords \$14,414.28, or any outstanding amount thereof, (representing arrears of rent owing to March 31, 2026, minus the last month's rent deposit and unpaid interest owed to the Tenant on the last month's deposit).
6. The Tenant shall also pay to the Landlords \$3,983.51, representing the reasonable out-of-pocket expenses the Landlords have incurred or will incur as a result of the unpaid utility bills owing to December 1, 2025.

7. The Tenant shall pay to the Landlords \$3,000.00 as compensation for damage to the rental unit.
8. The Tenant shall pay to the Landlords \$244.00 for the cost of filing the applications.
9. The total that the Tenant owes to the Landlords as of March 31, 2026, as set out above, is \$21,641.79.
10. The Landlords shall pay to the Tenant \$1,062.89 as an abatement of rent and the filing fee of \$53.00. These amounts shall be set off against the monies owing by the Tenant to the Landlords.
11. The total adjusted amount the Tenant owes to the Landlords as of March 31, 2026 pursuant to the above set off is **\$20,525.90.**
12. If the Tenant does not pay the Landlords the full amount owing on or before April 15, 2026, or any outstanding balance thereof, the Tenant will start to owe interest. This will be simple interest calculated from April 16, 2026 at 4.00% annually on the balance owed.
13. The amount of **\$16,456.25** paid into the LTB by the Tenant shall be paid out to the Landlords,* ***and set off against any monies owed to the Landlords by the Tenant.***

March 4, 2026
Date Issued

Elle Venhola
Member, Landlord and Tenant Board

March 12, 2026
Date Amended

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 3, 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.

*Note: When the LTB directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice.