



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

File Number: LTB-L-089276-25

In the matter of: 2329 CRYSTAL BEACH RD
INNISFIL ON L9S3W8

Between: Safiullah Rezaei Landlord

And

Lynn Denise Freeman Tenant

Safiullah Rezaei (the 'Landlord') applied for an order to terminate the tenancy and evict Lynn Denise Freeman (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 7, 2026.

The Landlord's Legal Representative, Taff Butters, the Landlord and the Tenant attended the hearing.

Determinations:

The rent owing

1. The Landlord 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$18,000.00, and are not disputed.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. There is no last month's rent deposit.

The Tenant's s. 82 issues

1. The Tenant raised the following issues under section 82(1) of the *Residential Tenancies Act, 2006* (the 'Act'):
 2. Lack of heat,
 3. Lack of hydro
 4. Lack of water & dispute about who is responsible for a water bill caused by a broken pipe
 5. Appliances not working (refrigerator, stove, washer, dryer)
 6. No working sink in the bathroom and kitchen
 7. Harassment, which included illegal entries and filing baseless applications with the LTB
 8. Failure to compensate the Tenant for damage to their belongings (tricycle, BBQ and planters) caused by an ice storm
 9. Failure to perform snow and ice removal as well as lawn maintenance
9. With respect to the Tenant's maintenance issues, section 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.
10. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal for Ontario held that in determining whether a landlord has breached its maintenance obligations under subsection 20(1), the Board should consider whether it responded in a reasonable manner to the issue (i.e. it responded within a reasonable time and in a reasonable manner).
11. The Landlord took the position that they are not responsible for anything damaged due to the ice storm and that if the Tenant had tenants' insurance, the loss would have been covered by insurance. In addition, the Landlord disputes the issues raised and indicated that he did everything required of him under the Act, and he should not be responsible for any rent abatement the Tenant is seeking, and if I order any rent abatement, that it be applied towards the Tenant's outstanding arrears.

No heat

12. The parties do not dispute that there was an ice storm on March 29, 2025 / March 30, 2025, which impacted the rental unit. Several of the Tenant's s. 82 issues arise from that storm.
13. The Tenant testified that on March 29, 2025, she advised the Landlord that she had no heat, and that the Landlord did not respond to her. The Tenant did not testify to the reasoning behind not having heat in her unit. The Tenant testified that she purchased her own space heaters from Canadian Tire and Home Hardware. Initially, the Tenant testified that she was without heat for a few days, but she subsequently testified that there was no heat for weeks, and then months.

14. The Landlord testified that the rental unit was without heat for a few days due to the ice storm. The Landlord testified that he recalled the Tenant telling him that she did not have heat at the time of the ice storm. However, the heat was restored within a few days and the Tenant did not contact him again to complain about the heat after that. The Landlord testified that during the ice storm when the Tenant was without heat, he offered a generator and gas, or to allow her to stay at a hotel or at another rental property at his expense, but the Tenant declined.
15. The Tenant testified that she did not decline the Landlord's alternative accommodation.
16. Upon review of the documentation evidence the Tenant submitted, I find that the Tenant did in fact respond to the Landlord and did not accept the accommodation as "they have been destroyed by the government homeless and have murders in them".

Analysis

17. The Tenant has the burden of proving that the Landlord breached the Act on a balance of probabilities. Based on the evidence before me, I am not satisfied on a balance of probabilities that the Landlord breached their maintenance obligations under s. 20(1) of the Act with respect to this issue.
18. The parties do not dispute that there was no heat in the rental unit for a period of time during the ice storm. The Tenant gave inconsistent testimony about what happened after the storm and when the heat issue was resolved.
19. On the other hand, the Landlord testified that the heat was restored within a few days. He testified that the entire area was affected by the storm, all the homes on the street had no heat for a few days and the issue was an act of nature and outside of his control.
20. I am not satisfied that the issue lasted beyond a few days as the Tenant claims. The Tenant did not provide consistent testimony on this point, and she did not submit any corroborating evidence, for example emails reporting persistent lack of heat and/or temperature readings from the unit.
21. While there was no heat in the rental unit for a few days due to the storm, this was an issue beyond the Landlord's control and given the circumstances, the Landlord acted reasonably by offering the Tenant temporary alternative accommodations, even if the Tenant did not like the accommodations that were offered. Further, Therefore, this claim is dismissed.

No hydro

22. The Tenant testified that she purchased a generator for the hydro around the end of October 2025, as she was without hydro for 33 days around October 21, 2025, and for about 15 days in March 2025.
23. The Landlord testified he does not recall the Tenant advising him that she was without hydro in October 2025, but he was aware of no hydro from the ice storm late March 2025, as the entire town was without hydro. Other than the issue from the ice storm, the Tenant did not provide any further reasoning to the lack of hydro. The Tenant testified that she

does not remember the date she advised the Landlord that the hydro was not working in October 2025. The Landlord testified that there is a lot of activity on the road, and he was not aware of the Tenant not specifically having hydro but that the whole street was shut down due to the state of emergency caused by the ice storm.

24. The Tenant has the burden of proving that the Landlord breached the Act on a balance of probabilities. I am not satisfied that the Tenant has satisfied the burden for this issue. I find that while there was no hydro in the rental unit for a few days due to the storm, this was an issue beyond the Landlord's control and given the circumstances, the Landlord acted reasonably by offering the Tenant temporary alternative accommodations, even if the Tenant did not like the accommodations that were offered. Further, I am not satisfied that the issue lasted beyond the storm as the Tenant claims. The Tenant did not provide consistent testimony on this point, and she did not submit any corroborating evidence, for example emails reporting persistent lack of no hydro in October 2025. Therefore, this claim is dismissed.

No water & dispute for water bill

25. The Tenant testified that at some point the water pipe broke and there is an outstanding water bill that is being disputed between the Landlord, the Tenant and the insurance company as to who is responsible for the amount outstanding. The Tenant did not provide any testimony as to when she advised the Landlord of this issue.
26. Under cross examination of the Tenant, she indicated that she did not have water starting on [date] until May 17, 2025, the water was turned back on.
27. The Landlord testified that he was not aware of the Tenant had no water, and that the Tenant did not notify him of this issue. He was aware of the damage to the pipe but cannot recall the date. He received a call from an inspector advising him that it was flooding the neighbours house and was advised to call 911 to get the crew out there as soon as possible. The water pipe issue was fixed and repaired by the Town. The water was turned back on, and the Landlord was not sure of the date this happened.
28. The parties do not dispute there is an outstanding water bill that is substantially high.
29. The Tenant has the burden of proving that the Landlord breached the Act on a balance of probabilities. I am not satisfied that the Tenant has satisfied the burden for this issue. I find that while there was no water in the rental unit for a few days due to the burst pipe, this was an issue beyond the Landlord's control and given the circumstances, the Landlord acted reasonably by fixing the issue as soon as possible when he became aware of the issue. The Tenant did not provide any dates that she notified the Landlord as to lack of water, and she did not submit any corroborating evidence, for example emails reporting persistent lack of water. It is not disputed that the water issue was rectified, but there was no evidence before me as to how long the Tenant was without water. Therefore, this claim is dismissed.

Broken Sinks

30. The Tenant testified the Landlord was provided with order from the Town of Innisfil dated June 13, 2025, to address certain issues which the Landlord has not complied with.
31. The Tenant uploaded a document but upon review of the documentation, the unsafe order has to do with the rood joist/rafter and ceiling joist connection. In addition to this document is an email advising that there was an order to comply issued, but they were not prohibiting occupancy.
32. The Tenant further testified that she has not had a working bathroom sink or a working kitchen sink since January 1, 2025.
33. Under cross examination of the Tenant, she testified that the sinks have been repaired, but from January 1, 2025 – September 2025 and that she has had no sink working as it would not drain property.
34. The Landlord testified that he knew of the sink issues as it was brought to his attention from the inspector, not the Tenant, and it was replaced when he was advised, and the inspector was notified of the completion. The Landlord did not recall a specific date as to when he was advised. The sink was repaired September 16, 2025.
35. The Landlord further testified that in relation to the unsafe order, due to the ice storm that happened a tree fell on the house and damaged the roof. The roof was temporarily fixed after the tree was removed as soon as possible. The entire town was affected by the ice storm and the contractors were delayed as they were providing all the services. It took 10 days to have someone attend the property to assess the damage, and then a week or two later, it was fixed.
36. The Tenant has the burden of proving that the Landlord breached the Act on a balance of probabilities. I am not satisfied that the Tenant has satisfied the burden for this issue. I find that the Tenant did not provide any dates that she notified the Landlord about the issues with the sink, as she testified that she was not aware of the date she reported this, and she did not submit any corroborating evidence, for example emails reporting this issue. Therefore, this claim is dismissed.

Appliances

37. The Tenant testified that her refrigerator, washer and dryer were not working but did not provide any specifics in relation to this as to when she notified the Landlord and what the Landlord did after she notified him.
38. The Landlord testified that he was not aware of the refrigerator or stove never working, he was only aware of the sink issues. He was aware that appliances came with the purchase of the home but was not aware they did not work. Further the Landlord testified that anytime the Tenant has an issue that was brought to his attention, he would fix whatever is required to be fixed.
39. The Tenant has the burden of proving that the Landlord breached the Act on a balance of probabilities. I am not satisfied that the Tenant has satisfied the burden for this issue. I find that the Tenant did not provide any dates that she notified the Landlord as to this issue, as she testified that she was not aware of the date she reported this, and she did not submit

any corroborating evidence, for example emails reporting this issue. Therefore, this claim is dismissed.

Loss of wages due to harassment

40. The Tenant testified that she lost \$2,000.00 of her wages per month due to the Landlord's behaviour and illegal entries into the rental unit and was seeking a total of \$12,000.00 from the Landlord. The Tenant testified that the Landlord refuses to identify people at the property and does not give 24 hours notice to attend the property.
41. The Tenant did not provide any specifics in relation to when the illegal entries happened or how many times it happened.
42. The Tenant further testified that the Landlord has blocked her car in the driveway, and it happened 2 days before the Landlord complained to the police about her. She further testified that she has had to get car rentals from Enterprise due to the Landlord blocking her in the driveway, but when she called the police, the Landlord would run out and move his car once the police attended.
43. The Tenant testified that the Landlord has called PAWS (animal welfare), on her to make false claims and he also falsely calls the police on her. The Tenant further testified that the Landlord files a lot of applications with the Board, and he lies to the Board.
44. The Landlord testified that he has not blocked the Tenant in her driveway with his car as he does not own a car, he owns a truck. The Landlord is not sure who blocked the Tenant in her driveway, but it may have been a contractor, but he denies it was him. In addition, the Landlord testified that it is possible park and drive up to 6 vehicles in the Tenant's driveway, and he does not recall a time she was ever blocked in, and if it is true, it was not him.
45. The Landlord further testified that police have been called by the Tenant, and he has spoken with the police, at which time he was provided their business card to contact if the Landlord ever needed access into the unit.
46. The Landlord testified that he has never entered the rental unit without 24-hour notice, and that due to the emergency with the ice storm, all the access that he required was outside in the yard. The Landlord further testified that he did his best due to the emergency as a lot of properties were affected by the ice storm, he accessed the outside of the rental unit.
47. The Tenant has the burden of proving that the Landlord breached the Act on a balance of probabilities. I am not satisfied that the Tenant has satisfied the burden for this issue. I find that the Tenant did not provide any dates or specific details about the alleged illegal entries. The Tenant did not submit any corroborating evidence, for example emails reporting this issue, or any proof of her loss of wages. Therefore, this claim is dismissed.

Tricycle, BBQ and 6 planters

48. The Tenant sought a rent abatement for a tricycle, BBQ and 6 planters that were damaged in the ice storm.

49. The Landlord testified that if the Tenant had renters' insurance, it may have been covered, but these damaged items were not caused by him, and he should not be responsible to provide the Tenant with a rent abatement in relation to this expense.
50. It was not disputed by the parties that these damages were caused by the ice storm that occurred. I am not satisfied that the Landlord is responsible for these damages as this was out of his control and he did not cause the damage to the Tenant's belongings. Therefore, this claim is dismissed.

Reimbursement for out-of-pocket expenses

51. The Tenant sought reimbursement for her out-of-pocket expenses to be paid but did not provide any proof of documentation evidence to support the claim other than a receipt for photocopies of \$42.08 and a receipt for gas of \$23.33.
52. The Tenant has the burden of proving that she has occurred out of pocket expenses as a result of a breach committed by the Landlord, and I am not satisfied that the Tenant has satisfied the burden for this issue as the Tenant failed to provide documentation or evidence to support this claim. Therefore, this claim is dismissed.

Lawn and Snow Maintenance and clean up of debris

53. The Tenant sought rent abatement for lawn and snow maintenance, along with clean up of the debris from the ice storm.
54. The Tenant testified that the Landlord has not maintained the lawn and snow removal of the property, and it was not part of her lease that she was required to do this. She has been maintaining the lawn and snow removal since she moved into the property. The Tenant further testified that she also had to clean up the debris that came through the ceiling from the tree falling onto the rental property.
55. The Landlord testified that the lawn was not maintained as this was not part of the lease, and that the Tenant has always maintained the lawn and that was why the parties agreed on a lower monthly rent amount. The Landlord further testified that the Tenant was given a lower monthly rent amount for her to do the lawn and snow maintenance.
56. In the recent decision of *Crete v. Ottawa Community Housing Corporation, 2024 ONCA 459*, the Ontario Court of Appeal determines guidance as to who is responsible to maintain the exterior of a rental unit that where it is under the tenant's exclusive control, as is the case here.
57. If the applicable municipal maintenance standard does not specify that the landlord is responsible for clearing snow and ice from areas used exclusively by a tenant, a clause in a tenancy agreement making the tenant responsible for clearing snow and ice from areas under their exclusive control is not inconsistent with the RTA. Pursuant to Innisfil property maintenance by-law, BY-LAW 073-22 section 9.1, it specifically requires property owners to maintain their premises to avoid safety hazards and unsightly conditions.

“Every owner shall maintain all landscape features on their lands such as to prevent the features from becoming dilapidated.”

58. I am satisfied that the Tenant is entitled \$100.00 per month to the Tenant for the lawn and snow removal at the property for the period of April 2025 to October 2025 as this is the time period the Tenant sought abatement for. I find this amount appropriate given the Tenant did not provide any specifics on how often she maintained the lawn, nor did she keep any records of this. This period is for 7 months, which would equal \$700.00 at \$100.00 per month.

Relief from Eviction

59. The Landlord sought a standard 11-day termination of the tenancy. This was a family investment property, and he is currently borrowing money to maintain the property and expenses. There are currently 2 mortgages on the property and the Landlord is also putting expenses on his credit card.

60. The Tenant sought 1 month to vacate the unit as there is a lot of snow at the rental unit. The Tenant has attempted to move but cannot move due to the weather. The Tenant currently has another property in place, but due to the weather she has not been able to move, and her husband is in bad health.

61. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until March 31, 2026 pursuant to subsection 83(1)(b) of the Act, as the Tenant has already secured another property but requires some additional time to move.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$21,486.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after March 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before March 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$15,946.25. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.

6. The Tenant shall also pay the Landlord compensation of \$65.75 per day for the use of the unit starting January 8, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlord 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 Landlord on or after April 1, 2026.

March 18, 2026
Date Issued

Samantha Greaves
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 1, 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$22,000.00
Application Filing Fee	\$186.00
Less Tenant Rent Abatement	-\$700.00
Total the Tenant must pay to continue the tenancy	\$21,486.00

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

Rent Owing To Hearing Date	\$16,460.25
Application Filing Fee	\$186.00
Less Tenant Rent Abatement	-\$700.00
Total amount owing to the Landlord	\$15,946.25
Plus daily compensation owing for each day of occupation starting January 8, 2026	\$65.75 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	