



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

File Number: LTB-L-001383-25

In the matter of: 206, 2770 YONGE ST
TORONTO ON M4N2J3

Between: Strathgowan Apartments Landlord

And

Yasaman Ebrahimi Tenant

Strathgowan Apartments (the 'Landlord') applied for an order to terminate the tenancy and evict Yasaman Ebrahimi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Legal Representative Kundai Govereh and the Tenant attended the hearing.

At the hearing the Tenant raised the following issues pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'): breach of maintenance obligations.

Determinations:

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. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on January 14, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$1,650.25. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.

Rent Arrears

6. The Landlord's witness was Ms. Sila Chopra, she is employed by the Landlord as the Property Manager for the residential complex.

7. She testified that the Tenant gave the Landlord an N9 Notice to end the tenancy on December 3, 2024, with a termination date of February 1, 2025. The Tenant was sent a letter by the Landlord dated December 9, 2024, advising the Tenant that the notice insufficient.
8. Ms. Chopra testified that the Tenant returned the keys to the rental unit on January 14, 2025, the Landlord immediately began mitigation efforts. Upon inspection the rental unit after the Tenant vacated, the unit required significant work and was not put on the rental market until late February 2025.
9. The rental unit was ultimately re-rented on May 20, 2025.
10. Ms. Chopra stated she feels the Tenant gave insufficient notice and rent is owed up to February 28, 2025, less the LMR deposit. Reiterating, the Landlord did not accept her N9 Notice even it was less than 60 days.
11. The Tenant testified that she vacated the rental unit due to unresolved maintenance issues. She stated that an email was sent to the Landlord on November 30, 2024, requesting early termination.
12. Her testimony acknowledges the key were returned to the Landlord on January 14, 2025, and her position was that she believes February's rent should not be payable.
13. Ms. Govereh cross-examined on the evidence presented, the Tenant acknowledged that no rent was paid for January or February 2025. I will note that no evidence was provide by the Tenant proving rent payments for January or February 2025.
14. When questioned about her November 30, 2024, about early termination, the Tenant admitted the email did not specify a termination date. Further, the N9 given to the Landlord on December 3, 2024, the Tenant acknowledged it did not comply with the 60 day period requirement.
15. Lastly, the Tenant acknowledged that after December 3, 2024, she did not advise the Landlord that the issue persisted.

Section 82 – maintenance for water dripping

16. The onus rests on the Tenant, on a balance of probabilities, to establish:
 - that a maintenance issue existed.
 - that the Landlord was aware, or ought reasonably to have been aware, of the issue; and
 - that the Landlord failed to take reasonable steps to investigate or remedy the issue within a reasonable period of time.
17. The Tenant testified that beginning in late October or early November 2024, she experienced intermittent water-dripping or plumbing-related noises coming from inside the wall between the living room and bedroom. These noises occurred both day and night, without a predictable pattern, and was not attributable to appliances in neighbouring units.

18. The Tenant further relied on an uploaded audio/video recording dated November 1, 2024, which captured a humming or wall-noise sound, which she stated she sent to the superintendent the same day.
19. She testified that the noise was unpredictable, disruptive to her sleep, and caused distress.
20. The Tenant asserted that the noise occurred both day and night, without a predictable pattern, and was not attributable to appliances in neighbouring units.
21. The Tenant submitted into evidence screenshots of text message exchanges between her and the Superintendent beginning November 1, 2024. She presented a start video purporting to capture sound also associated with the water dripping. Lastly, the Tenant submitted emails sent to the Landlord and the Landlord's legal representative expressing dissatisfaction with maintenance and requesting early termination of the tenancy.
22. Ms. Ebrahimi testified that although the superintendent attended the unit and a technician attended on at least one occasion, she did not receive a clear explanation or confirmation that the issue had been resolved.
23. Lastly, the Tenant asserted that the lack of a definitive diagnosis or repair, she feels constituted a failure to maintain the rental unit.

Landlord's Evidence – section 82

24. The Landlord acknowledged receiving reports of noise from the Tenant.
25. Ms. Chopra's evidence, including the Tenant's own text messages, confirms that:
 - the superintendent attended the unit shortly after the issue was reported.
 - a technician was engaged to assess the issue.
 - the Tenant was advised that the noise could be related to building systems such as plumbing or radiators.
26. The Landlord denied ignoring the Tenant's concerns and maintained that reasonable investigative steps were taken. Lastly, Ms. Chopra submitted that no ongoing water leak or hazardous condition were identified.

Analysis of Section 82 issues

27. I accept that the Tenant experienced noise within the walls and that such noise was subjectively distressing to her. However, the existence of noise alone does not establish, on a balance of probabilities, that the rental unit was not maintained in accordance to section 20 of the 'Act'.
28. The following is a timeline presented by the parties:
 - initial notice on October 31, 2024.
 - inspection on November 1, 2024.
 - follow-up communications on November 11 and November 17, 2024.
 - attendance on November 25, 2024.

- further permitted entry on December 3, 2024.
29. Based on the evidence presented it reveals that the Landlord responded to the Tenant's complaints by attending the rental unit promptly, engaging building staff and a technician to investigate, and communicated with the Tenant regarding possible causes.
 30. There is a lack of evidence from the Tenant. There was no evidence from the Tenant such as an inspection report, or objective proof that the noise was caused by an unresolved defect, leak, or hazardous condition.
 31. The Tenant also did not establish that the Landlord failed to take reasonable steps once notified. The Act does not require a landlord to guarantee a particular outcome, only that reasonable maintenance efforts be undertaken.
 32. Several issues raised by the Tenant during the hearing—including alleged misstatements by the superintendent, building-wide water outages, occupancy concerns, and HVAC access—were not properly pleaded in the Tenant's section 82 application and therefore cannot form the basis for relief.
 33. I will note that brief gaps in communication of several days were not outside ordinary expectations and did not constitute a failure to maintain.
 34. I accept that the Landlord investigated possible causes, including plumbing or pipe-related noise associated with building systems, and communicated those explanations to the Tenant.
 35. I found no evidence that the Landlord refused entry, delayed investigation unreasonably, or failed to respond once notified.
 36. Lastly, the Tenant acknowledged that after December 3, 2024, she did not advise the Landlord that the issue persisted. I emphasized that a landlord cannot be expected to remedy an issue where the tenant no longer reports its continuation, and that the onus remains on the tenant to keep the landlord informed.
 37. I am not satisfied, on a balance of probabilities, that the Tenant established a failure to maintain or that the Landlord's conduct justified early termination of the tenancy.

Rent Arrears

38. When I turn to section 44 (2) of the 'Act', states:

(2) A notice under section 47, 58 or 144 to terminate a monthly tenancy shall be given at least 60 days before the date the termination is specified to be effective and that date shall be on the last day of a rental period. 2006, c. 17, s. 44 (2).

39. The Tenant's December 3, 2024, N9 specified a termination date of February 1, 2025, which is not the last day of a rental period. Her November 30, 2024 email requested early termination but did not specify any termination date and does not meet the statutory requirements.
40. I find that the Tenant's notice was invalid, and the tenancy would have properly terminated on February 28, 2025, had correct notice been given.

41. I accept that the Tenant returned possession on January 14, 2025.
42. However, under section 88(1) of the 'Act', a tenant who gives insufficient notice remains liable for rent until the earlier of the end of the notice period that should have been given or the date the unit is re-rented.
43. The Landlord demonstrated mitigation efforts immediately after the Tenant vacated on January 14, 2025. The rental unit was not rentable until late February 2025, due to necessary repairs, and ultimately was re-rented in May 2025.
44. I find that the Landlord met their duty to mitigate.
45. The rent arrears owing as to January 14, 2026, total \$3,300.50. The Tenant failed to pay the lawful monthly rent for January and also provided insufficient notice.
46. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
47. The Landlord collected a rent deposit of \$1,650.25 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
48. Interest on the rent deposit, in the amount of \$48.38 is owing to the Tenant for the period from November 1, 2024, to January 14, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of January 14, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord **\$1,787.87**. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before April 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 12, 2026 at 4.00% annually on the balance outstanding.

March 31, 2026
Date Issued

Anthony Bruno
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$3,300.50
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,650.25
Less the amount of the interest on the last month's rent deposit	- \$48.38
Total amount owing to the Landlord	\$1,787.87