



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-075210-24

In the matter of: 74 YARDLEY AVE
EAST YORK ON M4B 2B1

Between: Daniel Tsourounis
Keegan Chambers Tenants

and

Raja Imran Landlord

Daniel Tsourounis and Keegan Chambers (the 'Tenants') applied for an order determining that the Raja Imran (the 'Landlord') collected or retained money illegally (the 'T1 portion of the application').

The Tenants also applied for an order determining that the Landlord entered the rental unit illegally and substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household (the 'T2 portion of the application').

The Tenants also 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 (the 'T6 portion of the application').

The application was heard by videoconference on March 10, 2026.

The Tenants, the Landlord and the Landlord's legal representative Christina Nastas attended the hearing.

Determinations:

1. The claims raised in the T6 portion of the application will be allowed because the Tenants have proven on a balance of probabilities that, for some five months, the rental unit had no functioning clothes dryer which had been promised to them in the tenancy agreement.
2. The T2 portion of the application claims that the Landlord failed to intervene adequately to in the Tenants' disputes with their neighbour in the basement, causing substantial interference and inducing them to vacate. The Tenants also claim that the neighbour started a fire and that the Landlord ought to have prevented it.

3. The Tenants acknowledge the Landlord gave the offending neighbour, hereafter described as D., notices of termination under the Act and successfully evicted D. but speculate that the Landlord did so not in response to their concerns but because D. was not paying her rent as evidenced by the fact that the Landlord's litigation with D. predates their tenancy. In any case, the Tenants say the Landlord should have done more than just await the outcome of LTB proceedings. For reasons that follow, these claims will be dismissed because they have not been proven on a balance of probabilities.
4. The T2 portion of the application also alleges that the Landlord undertook bothersome construction in the basement unit (and illegally entered the rental unit in the process), inducing the Tenants to vacate the rental unit. These claims will be dismissed because they have not been proven on a balance of probabilities.

The Dryer

5. The Landlord acknowledged that he failed to install a working clothes dryer by August 2023 as he had committed to in the tenancy agreement. He explained that at the start of the tenancy in June 2023, he advised the Tenants that the dryer may malfunction if overloaded and undertook to have a new one installed. A month into the tenancy, the Tenants asked him for a replacement which, for various reasons, did not materialize until November 2023.
6. Guided by the Court of Appeal's decision in *Onyskiw v. CJM Property Management Ltd.* (2016),¹ I find the Tenants have proven on a balance of probabilities that the Landlord has breached section 20 of the *Residential Tenancies Act, 2006* by failing to ensure that the rental unit was equipped with a working clothes dryer.

The Troublesome Neighbour

7. The Tenants say D., and her guests, interfered with their reasonable enjoyment of the rental unit by smoking, having loud parties, doing drugs, and unsafely discarding her cigarette ends.

Driveway Obstruction

8. There was also a dispute about use of the shared driveway. The Tenants say D. stored her belongings in a way that obstructed access to their parking spot. It seems one such object was a bicycle which D. removed when the Landlord asked her to. I was also shown photographs of a set of drawers against a wall. It seems the Landlord recognized the dispute and invited the Tenants to discuss the matter with D. directly, as at that point the Landlord had already started LTB proceedings to evict D. and she was unresponsive to his communications. The Tenants were unable to resolve their disputes and enlisted the assistance of police. They feel the Landlord should have done more, although they did not say what.

Noise Complaints

¹ 2016 ONCA 477.

9. The Tenants filed correspondence showing they had voiced their concerns about D.'s noisiness in January 2024 but testified that other oral complaints were made to the Landlord sooner. The Landlord acknowledged the problem in writing and advised the Tenants he would speak to police. He also gave D. two N5 notices of termination under the Act.
10. The Tenants filed correspondence from the Landlord inviting them to speak with D. about their concerns. They ask me to infer from this evidence that the Landlord was indifferent to their concerns and therefore failed to discharge his duty to take reasonable measures to intervene in their dispute.
11. The Tenants added that their predecessors in the rental unit had also reported issues with the bothersome basement tenant dating back to 2022, a year before the Tenants took possession. They asked me to accept this hearsay for the truth of its contents and infer from it that the Landlord has a history of ignoring his obligations.
12. I cannot accede to this position in the face of direct testimony from the Landlord that he spoke with the neighbour, enlisting the assistance of police, and eventually gave the offending neighbour notices of termination under the *Residential Tenancies Act, 2006* pleading all of the Tenants' concerns. He eventually obtained an LTB order evicting the offending resident and regained possession of the basement on July 31, 2024.
13. I find this portion of the application must be dismissed because I find the evidence insufficient to prove on a balance of probabilities that the Landlord breached his obligations under the Act. I find the Landlord took all necessary action within a reasonable time to evict D. so that the Tenants could reasonably enjoy their rental unit in the sense explained by *Hassan v. Niagara Housing Authority* (2000)² and *First Ontario Realty Corp. v. Appelrouth* (2012).³

The Fire

14. The Tenants testified that D. and her guests made a habit of discarding their cigarette ends in a wicker basket that was also used for collecting yard waste. The Tenants had cautioned the Landlord about the danger posed by this practice. They testified that the Landlord failed to mitigate this risk, which eventually materialized on the morning of March 25, 2024. The Tenants say that the conflagration was inevitable and the Landlord's failure to proactively prevent it impaired their safety and substantially interfered with their reasonable enjoyment of the rental unit inducing them to vacate. Although the Tenants suffered no property loss from the fire, they testified that having experienced fire-related trauma in their past meant that continued living in the rental unit became intolerable, especially as D. had threatened to burn the place down. They add that the Landlord did not adequately clean up after the fire, also interfering with their reasonable enjoyment.
15. The Tenants testified the fire in the basket was discovered by an unnamed passerby who reported it to them and left. They in turn doused the fire and called for help. The Tenants showed me photographs of the burnt basket and the fire department's report. The Fire Captain's report indicates they arrived to find an extinguished but smoking wicker basket,

² 48 R.P.R. (3d) 297, [2000] O.J. No. 5650 at para. 16 (Div. Ct.).

³ 2012 ONSC 2545 at para. 25 (Div. Ct.).

which they doused again. They made no findings about the cause of the fire but recorded the Tenants' observations that the basket was used as an ashtray. Two days later, the Tenants went to police and reported their belief that the fire was caused by D.. The Tenants apparently voiced similar concerns by calling 311, which had no effect. No further investigation was done by anyone. These prior statements are consistent with their hearing testimony but are hearsay evidence of limited probative value. Based on the evidence presented, I find the cause of the fire to be inconclusive because insufficient credible evidence was presented to prove it on a balance of probabilities.

16. In any event, even assuming the fire was caused by D., I find the Tenants have failed to establish any breach of the Act on the part of the Landlord. The essence of the Tenants' complaint is that the Landlord should have stopped D. from improperly discarding her cigarette ends in the basket.
17. Guided by the Divisional Court's decisions in *Hassan v. Niagara Housing Authority* (2000) and *First Ontario Realty Corp. v. Appelrouth* (2012), I find the fire is not indicative of the Landlord's failure to provide reasonable enjoyment of the unit. By then, the Landlord had already cautioned D. about the offending conduct and was litigating at the LTB to have her evicted. The Tenants were kept abreast of the process and were ready to testify against D at the LTB. In the end, the dispute was mediated and D. vacated in response to a consent order of the LTB. I appreciate that this otherwise trivial matter had an outsized impact on the Tenants' because of their subjective sensitivity to fire and the dangers of fire but that alone does not establish liability on the part of the Landlord because I find on the evidence presented that the Landlord took all measures reasonably necessary in the circumstances to ensure the Tenants' reasonable enjoyment of the rental unit.
18. The Tenants testified that they cleaned up the shared driveway after the fire although they did not give details of what that involved and why they considered it to be unduly burdensome. I must dismiss the Tenants' claim of substantial interference in connection with the aftermath of the fire because there is no indication that the Landlord was asked, but failed, to render assistance in the clean-up. Accordingly, I find there was insufficient proof presented of interference, and certainly none that could be characterized as substantial within the meaning of section 22 of the Act, in connection aftermath of the fire.
19. What's more, the Tenants complain that D. (or her associates, it wasn't clear which) returned to the residential complex at the Landlord's invitation on approximately five to ten occasions to retrieve her packages. These visits were unannounced and therefore interfered with the Tenants' reasonable enjoyment of the rental unit. The Landlord testified that he was aware of this happening only once and denied telling D. that she was free to return to the residential complex. The evidence on this subject was inconclusive and therefore insufficient to prove any breach of the Act on a balance of probabilities. In any event, this theory of liability was not pleaded in the application.

Construction and Illegal Entries

20. The Tenants testified that once the Landlord evicted D, he began extensive renovations without notice to the Tenants. In so doing, the Landlord and his contractors entered the rental unit without notice and further violated the Tenants' privacy and impaired their safety by leaving doors unlocked. The constant noise, traffic, dust, piled up waste, and other

disruptions during the entire month of August 2024 made living in the rental unit intolerable.

21. The Landlord testified he did renovations lasting two days in D.'s unit. The work involved replacing a sink and toilet. His contractors put the old ones outside, which the Landlord removed the same day the Tenants complained. The Landlord explained that accessing D.'s unit required passing through a common area shared with the Tenants and admitted giving his contractors the key. The Tenants testified that the contractors had the habit of leaving the door to the common area unlocked as they came and went but did not testify that these persons had access to their unit. I dismiss the claims of illegal entry because there was no evidence presented to show that the Landlord or his contractors accessed the Tenants' unit.
22. I prefer the Landlord's testimony to the Tenants' on this subject. I find the nature, duration and extent of the renovations were not such as to impact the Tenants as they allege. I do not accept the Tenants' evidence that the construction lasted the whole month of August 2024 because, by their own admission, they weren't living there for much of August. They had given notice to terminate their tenancy by then their and their visits to the rental unit were mostly for packing and organizing their move. Furthermore, I found the Tenants were willing to exaggerate and overstate their cause without hesitation. They claimed out-of-pocket expenses that they admitted weren't actually incurred, spoke of burning furniture when in fact only a basket was involved in the fire and testified the fire department had identified D. as the cause of the fire when in truth they had not. Given my reservations about the reliability of the Tenants' evidence, I reject their claim that the Landlord's renovations lasted 31 days, causing noise and dust and other disturbances sufficient to interfere with their reasonable enjoyment. I find what disturbance there may have been during the two-day project is inherent in a shared building and insufficient to prove substantial interference with the Tenants' reasonable enjoyment within the meaning of section 22 of the Act.
23. I find therefore that the Tenants have failed to present sufficient credible proof on a balance of probabilities that the Landlord illegally entered the rental unit, substantially interfered with their reasonable enjoyment, failed to take all reasonable and necessary measures in the circumstances to provide the Tenants with reasonable enjoyment of their rental unit. All claims raised in the T2 portion of the application must therefore be dismissed.

Remedies

24. The Tenants led no specific evidence of the impact of not having a working clothes dryer for some five months, but I accept that it was a deprivation and an inconvenience. Considering the nature, duration, severity and impact of the deprivation, and my knowledge of similar cases decided by the Board, I assess an abatement of \$350.00, representing about 2.5% of the rent paid for that period, to be fair and reasonable compensation in the circumstances.
25. The other remedies claimed must be denied because the Tenants have failed to prove liability on a balance of probabilities.

26. The Board consented to the Tenants' request to withdraw the claim raised in the T1 portion of the application because the Board accepted the parties' joint submission that this dispute had been resolved.
27. The Tenants incurred costs of \$48.00 for filing the application and are entitled to be reimbursed those costs.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$398.00. This amount represents:
 - \$350.00 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by April 13, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by April 13, 2026, the Landlord will owe interest. This will be simple interest calculated from April 14, 2026 at 4.00% annually on the balance outstanding.

April 2, 2026
Date Issued

Nersi Makki
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.