



AMENDED ORDER
Order under Sections 31 / 30
Residential Tenancies Act, 2006
and section 21.1 of the Statutory Powers Procedure Act

Citation: SARIKHANY v KAMRAN, 2026 ONLTB 15741

Date: 2026-03-31

File Number: LTB-T-058496-24 and LTB-T-058513-24-AM

In the matter of: MAIN FLOOR, 6 HAMMOND DR
AURORA ON L4G2T9

Between: Maliheh Sarikhany Tenants
Mobina Esmi

and

Manouchehr Kamran Landlords
Shayesteh Zandi Esfahani

This amended order is issued to correct a clerical error in the original order. The correction has been bolded and underlined, or struck, for ease of reference.

Maliheh Sarikhany and Mobina Esmi (the 'Tenants') applied for an order determining that Manouchehr Kamran and Shayesteh Zandi Esfahani (the 'Landlords'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household (T2 Application)
- harassed, obstructed, coerced, threatened or interfered with the Tenants (T2 Application)
- entered the rental unit illegally (T2 Application)
- 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 (T6 Application)

This application was heard by videoconference on October 27, 2025.

The Landlords' Representative, Mohsen S. Azimi, the Landlords' Agent, Neda Poursaeid, the Tenants' Representative, Alireza Hesami, and the Tenants attended the hearing.

Preliminary Issues:

Named Parties in the Applications

1. The Tenants' representative requested to amend the applications to add Mobina Esmi as a tenant to the application, as they are also a tenant listed in the lease agreement. The Landlords' representative did not oppose this request.
2. Based on the submissions of the Landlord and the Tenant, I consented to the request, pursuant to section 200(1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 15.4 of the Board's Rules of Procedure, therefore the application is amended.

Request to Amend the Applications

3. The Tenant's representative also requested that I grant the T2/T6 amendments that were filed with the Board on October 8, 2025, which included 8 pages of additional pleadings. He stated this amended application was a clarification of the issues including specific dates.
4. The Landlords' representative opposed the amendment because the application was filed on July 22, 2024, by the Tenants' representative, and they have had enough time to file an amendment to clarify issues. He states it appears that the amendment includes additional causes of action not originally plead.
5. Based on the submissions of the parties, the Tenants' amendment is granted on a limited basis only to accept the clarification of the issues noted in the original application on July 22, 2024, and specifically the following:
 - a. Illegal entry (T2 application)
 - b. Threats of eviction (T2 application)
 - c. Snow removal (T6 application)
6. The Tenants' have been represented by a licensee of the Law Society throughout the process and have had 15 months to file any amendments. I find there has been sufficient time to file any amendments or to file new applications with new causes of action. As a result, I will only accept the amendments which clarify the specific issues raised in the original application.
7. Based on the submissions of the Landlords and the Tenants, I consented to the limited amendments as stated above, pursuant to section 200(1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 15.3 of the Board's Rules of Procedure.

Determinations:

8. The Tenants moved into the rental a day prior to the commencement of the lease on November 1, 2021.
9. The Tenants moved out of the rent unit on or before November 9, 2024.

10. The Tenants rental unit consists of the main floor unit. The monthly rent is \$1,891.00. The basement unit is rented by other tenants. The 4-car driveway is shared with tenants in the basement, and the use of the garage is exclusive to the Tenants.

T6 Application – Snow Removal

11. As explained below, the Tenants proved the allegations contained in the application on balance of probabilities. Therefore, for the reasons below the application is granted, and the Landlords must pay to the Tenants the amount of \$100.00.
12. The parties agree that the tenancy agreement does not specify responsibility for snow removal at the residential complex.
13. The Tenant, Mobina Esmi ('ME'), testified that they sent the Landlords several text messages about snow removal between January 9, 2024 to January 16, 2024. The Tenants testified that due to the Landlords' lack of response to clear the driveway, they missed approximately 4 medical appointments, and 4-6 music lessons and were late for work appointments because they could not open the garage door to remove her car. They said they had to remove the snow themselves in order to continue their daily life. Several screen shots of text messages were submitted between the dates of January 9-16, 2024, including specific times, to support their testimony of the snow on the driveway
14. ME testified that the issues of the snow removal existed for the entire winter season from November 2023 to April 2024. No text messages were provided to support their testimony, other than the week of January 9-16, 2024, and no specific dates of conversation between the Landlord's agent and Tenants were provided orally about snow and snow removal requests.
15. The Landlords' agent, Neda Poursaeid ('NP'), testified that she is a relative of the Landlords, and acts as their property manager. NP submitted that a hired a contractor, Ruben Snow Removal and Grass Cutting, was retained for her own personal property. NP testified that she also added the rental property to her contract and made 2 payments of \$275.00 to the company to remove snow from the rental property. There was no written contract or proof of payment for snow removal service related to the rental unit submitted to support her testimony. The contractor was not present to provide evidence regarding snow removal from the rental unit.
16. NP testified that there was a significant snow fall during the winter 2023-2024 season. NP testified that since the beginning of the tenancy the Tenants have removed the snow themselves. NP admitted that she did receive text messages from the Tenants, but the Tenants did not provide sufficient time for the snow to be cleared. She testified that her contractor sent photos of the driveway to her, but the driveway was already cleared by the time they arrived at the rental unit. She stated that due to the amount and frequency of the text messages that she received from the Tenants she contacted the contractor to ensure timely removal of the snow and to send photos to evidence that the driveway was clear and free of snow. NP provided screen shots of 2 text messages with her contractor which showed the driveway clear from snow, which were taken after the Tenants' notifications were sent to the Landlords. NP admitted that she did not go to the property herself to

investigate and ascertain if the issue was resolved and to determine when the contractors attended on site.

17. NP testified that she did not receive any further text messages about snow removal in the month of February, March, or the remainder of the winter season, and believed that there were no further issues with snow removal.

Analysis

Subsection 20(1) and the Landlord's Responsibility for Snow Removal

18. The starting point for a T6 application like this one is the test outlined in of s. 20(1) of the *Residential Tenancies Act, 2006* (the 'Act') which says:
19. The Act provided that 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.
20. This provision imposes three separate obligations on a landlord. In order to succeed on this application, the Tenant must prove that at least one of the following is true:
- a. Snowfall left uncleared constitutes disrepair for the purposes of s. 20(1);
 - b. Snowfall left uncleared means the rental unit is not fit for habitation; or
 - c. There is an applicable, health, safety or maintenance standard which says the Landlord is responsible for snow clearance.
21. The applicable part of the test in this specific case is the third branch of the test in s. 20(1).
22. The third branch of s. 20(1) requires the Tenants to point to a health, safety, housing or maintenance standard that the Landlords have failed to comply with. Neither party here introduced into evidence or referred to any relevant local municipal property standards or other by-law for the Town of Aurora.
23. The only possible legal standard I am aware of that might apply to this situation is that set out in O.Reg. 517/06 entitled Maintenance Standards (the 'Maintenance Standards'). It is not at all clear to me that the Maintenance Standards apply here. I say this because s. 224 of the Act says:
- (1) The prescribed maintenance standards apply to a residential complex located in a local municipality and the rental units located in the residential complex if,
 - (a) **there is no municipal property standards by-law** that applies to the residential complex; or
 - (b) there is a municipal property standards by-law that applies to the residential complex and the prescribed circumstances apply.
 - (2) The prescribed maintenance standards apply to a residential complex located in unorganized territory and the rental units located in the residential complex, but only

for the purposes of a landlord's obligations under subsection 20 (1) with respect to maintenance standards. [emphasis added]

24. I am prepared to take judicial notice that the municipality where the rental unit is located is not an "unorganized territory" so I am satisfied s. 224(2) does not apply.
25. As the parties led no evidence as to the existence or content of local municipal property standards by-laws for the Town of Aurora, for the purposes of this decision only, I am prepared to accept that the Maintenance Standards apply.
26. Pursuant to s. 2(2) of the Maintenance Standards, except as otherwise provided, it is the Landlord who is responsible for complying with the Maintenance Standards.
27. At paragraph 5 of s. 26(1) says:

Exterior common areas shall be maintained in a condition suitable for their intended use and free of hazards and, for these purposes, the following shall be removed:

5. Unsafe accumulations of ice and snow.

[Emphasis added.]

28. The parties agreed that the driveway is not specific to her unit as she shares it with the tenant in the basement.
29. Order LTB-T-100316-24 outlines common areas. Although this particular order involves land leases and the facts may differ, I agree with the determination of common areas and apply it here.

There is no definition of "common area" under the Act or in the Maintenance Standards, but other provisions provide some guidance. Subsection 44(2) of the Maintenance Standards says "interior common areas" includes laundry rooms, garbage rooms, corridors, lobbies, vestibules, boiler rooms, parking garages, storage areas and recreation rooms. That list of interior common areas strongly implies that a common area is one which a tenant shares with at least one other tenant of a different rental unit. Similarly, the definitions of mobile home park and land lease community in the Act refer to the "common use and enjoyment of the tenants of the landlord". More importantly perhaps, the definition of "residential complex" in s. 2(1) of the Act says "residential complex" includes "all common areas and services and facilities available for the use of its residents". So, the provisions of the Act and also suggest that a common area is one that is available for use by other residents and tenants of other rental units in a residential complex.

30. As a result, I am satisfied that the shared use of the driveway by both of the tenants living in the residential complex means the driveway is a common area. Having considered the requirements of the Maintenance Standards, I find that the Landlords are responsible for the removal of snow at the rental unit because it is a common area within the residential complex.

31. Based on the evidence and submissions of the parties, I am satisfied that the Landlords were made aware of the snow removal issue on January 9, 2024, the date they received the text message from the Tenants about clearing the snow.
32. Despite the Landlords believing that the Tenants' prior removal of the snow, for the benefit of all tenants, acknowledged that they believed it was their obligation to do so, I find that this does not negate their responsibility for the removal of snow in accordance with the applicable Maintenance Standards. Further, even had the parties agreed that it was the Tenant's responsibility, which was not asserted, pursuant to s. 3 of the Act, the Act applies regardless of any waiver or agreement to the contrary.
33. I find; it was clear that the Landlords did not believe snow removal was an issue before they received a text message from the Tenants on January 9, 2024. I accept the evidence of the Tenants regarding the snow not being removed as their testimony was clear and consistent regarding the need to contact the Landlord, while the testimony of the Landlord's agent was contradictory. While I believe that the Landlords did in fact have a contract for snow removal for the rental unit, I do not believe that it began in November or December 2023 as the snow was not being cleared at that time. I find it more likely than not that the Landlords did not believe they had to hire a contractor to remove the snow because they admitted that the Tenants cleared their own snow. However, when the Tenants complained about the excessive snow on January 9, 2024, the Landlords had to respond quickly due to the number of complaints they receive during that week, so they likely amended the contract for their own property to include the rental property, but I do not believe that the contract began until on or around January 16, 2024, which was likely the reason why the Landlords did not receive further complaints from the Tenants regarding snow removal.
34. As I have found that the driveway is a common area, and the snow removal is the responsibility of the Landlords under the Maintenance Standard, on the evidence before me, and on a balance of probabilities, I find that the Landlords' lack of timely response to clear the snow, at the Tenants notification, during January 9-16, 2024, is a breach of s. 20(1) of the Act.
35. Based on the nature and duration of this problem (including when the Landlords became aware of it), and the impact on the Tenants during the applicable period of time, I find that the Tenants are entitled to a lump sum rent abatement in the amount of \$100.00 for this issue.

T2 Application

36. As explained below, the Tenants proved some of the allegations contained in the application on balance of probabilities. Therefore, the Landlords must pay to the Tenants the amount of \$400.00.
37. The Act states the following:

s. 22 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 substantially interfere with the

reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

s. 23 a landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

s. 27 (1) A landlord may enter a rental unit in accordance with written notice given to the tenant at least 24 hours before the time of entry under the following circumstances:

- 1. To carry out a repair or replacement or do work in the rental unit.*
- 2. To allow a potential mortgagee or insurer of the residential complex to view the rental unit.*
- 3. To allow a person who holds a certificate of authorization within the meaning of the Professional Engineers Act or a certificate of practice within the meaning of the Architects Act or another qualified person to make a physical inspection of the rental unit to satisfy a requirement imposed under subsection 9 (4) of the Condominium Act, 1998.*
- 4. To carry out an inspection of the rental unit, if,*
 - i. the inspection is for the purpose of determining whether or not the rental unit is in a good state of repair and fit for habitation and complies with health, safety, housing and maintenance standards, consistent with the landlord's obligations under subsection 20 (1) or section 161, and*
 - ii. it is reasonable to carry out the inspection.*
- 5. For any other reasonable reason for entry specified in the tenancy agreement.*

Illegal entry

38. The Tenants allege that on February 9, 2024, NP entered the rental unit without notice. At the hearing, ME testified that her 13-year-old sister was home alone when she rang the doorbell 3 times. ME explained that both her mother and she had advised her that the child was never to open the door when home alone, so she ignored the doorbell. The child then called her mother crying after she heard the door open for a few seconds and then heard it close again. ME said her sister never saw NP enter the house because she was hiding on the stairs, although after she left there was an N12 notice of termination on the front mat by the entrance. ME testified that her sister was in fear of the incident and had issues of nightmares and increased anxiety after the incident, which required some therapy.
39. NP testified that she visited the property on February 9, 2024, without giving notice to the Tenants, but did not enter the rental unit illegally, and it was for the purpose of serving an amended N12 notice to the Tenants. NP said she rang the doorbell and when nobody answered, she pushed the 2 notices under the front door. She testified that although there was a seal under the steel door, she was successful in sliding the notices underneath the door.

40. Based on the evidence before me, and on a balance of probabilities, I find that the Landlords entered the rental unit illegally. I accept the evidence of the Tenants as it was clear and concise, and the Landlords' oral evidence lacked consistency with respect to details of the incident continuously changing. I did not believe that NP was able to slide 2 notices under steel door with a heavy rubber seal on the bottom. The photo of the front door was submitted as evidence at the hearing. I find it more likely than not that NP arrived at the rental unit with the intention of serving the notices to the Tenants in person. However, when nobody answered the door, opened the door with her key and placed the notices on the floor. Although she may not have taken a step inside the rental unit, I have no doubt that she unlocked the door to place the notices on the floor which were inside the rental unit.
41. The illegal entry of a rental unit is a breach of privacy. The leading case with respect to breach of privacy is *Wrona v. Toronto Community Housing Corp.*, [2007] O.J. No. 423 (Ont. Div. Ct.). In that case the Tenant was provided with notice, but the notice failed to meet the mandatory requirements of the Act. The Court awarded the tenant \$1,000.00 for a single illegal entry, due to a long history of multiple illegal entries. As *Wrona* is the leading case from the higher courts of Ontario, I believe the remedy awarded by the Court in that case is the starting point for determining the appropriate amount to award the Tenants in this case.
42. In the *Wrona* case there had been a long history of disputed notices of entry. There is no such history in this case. In the present case the Tenants have filed multiple applications, but these applications do not allege any entries without notice.
43. I find there was an illegal entry and the Tenants' evidence regarding impact of illegal entry. Although there was no documentary evidence to support the therapy sessions that child attended due to the breach, I am satisfied that there was some emotional distress due to the Landlords' actions.
44. Based on the precedent established in *Wrona*, the differences between the two cases, my knowledge of previous applications to the Board, and the evidence of the impact on the Tenant of the Landlords' actions, I am of the view that a reasonable amount of damages arising from the breach would be \$200.00.

Substantial interference/harassment

Phone call

45. The Tenants claim that the Landlords substantially interfered with their reasonable enjoyment and harassed them during a phone call that occurred on January 31, 2024. Maliheh Sarikhany ('MS') testified that after she received the first N12 notice from the Landlords she called NP at around 6:31 p.m. MS said the phone call lasted for 18 minutes. MS said the purpose of the call was to request a one-day extension to pay the February rent and to discuss the N12 notice. MS said that NP quickly raised her voice to a yelling decibel level and said "*You have to move out, I cannot tolerate you anymore. I have medical issues and a financial issue, and you must leave.*" MS said at the end of the phone call, NP also said "*never call me again*". MS said she was very upset by the tone of NP and felt scared that she would lose her home.

46. NP admitted that there is a phone call on that day, and that she was frustrated in explaining the situation, but she said she did not yell at the Tenant. NP explained that she would receive a notice if the rent was not paid. NP also said she also explained that her family would be moving into the unit, so the Tenants were going to have to move out. NP did not deny using those specific words and telling the Tenants never to call her again.
47. The Act does not provide a definition of harassment. The *Ontario Human Rights Code*, R.S.O. 1990, c. H.19, defines harassment as “engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome”. I find this to be a helpful and reasonable definition and apply it here as harassment in the landlord and tenant context is normally considered to be a course of conduct toward a party that a reasonable person would consider unwelcome and inappropriate.
48. Based on the evidence of the Landlords and the Tenants, and on a balance of probabilities, I find that the actions of the Landlords did rise to the level of substantial interference and harassment. I accept the evidence of the Tenants as it was clear, consistent, and more believable, and the Landlords’ evidence was contradictory as the details of her story changed throughout their testimony. It is more likely than not that NP was frustrated by ongoing issues in the tenancy and as a result may have raised her voice and used perceived threatening language during the phone conversation with the Tenant. I find that the Landlords ought to have known that using strong threatening language about having to move out, at a loud volume, would be behaviour that is unwelcomed by the Tenants, and may cause emotional distress to the Tenants.
49. Based on the nature of the breach, my knowledge of similar cases, and the impact on the Tenants of the Landlords’ actions, I am of the view that a reasonable amount of damages arising from the breach would be \$200.00.

Multiple notices served - threat of eviction

50. The Tenants also claim that the Landlords substantially interfered with their reasonable enjoyment and harassed them by serving them multiple notices of terminations. The first one was an N3 rent increase notice, served in July 2023. The second notices were N12 notices, ~~one dated January 31, 2024, and another one dated February 9, 2024,~~ both with the same termination date of **April 30, 2024**. The final N5 notice of termination was dated in July 2024. The Tenants believed the Landlords were trying to threaten them due to them enforcing their legal rights about issues with the tenancy.
51. NP admitted that the above-mentioned notices were served to the Tenants, but they were believed to be valid notices that they were allowed to serve.
52. In looking at the timeline of the notices that were served to the Tenants during July 2023 to July 2024, I do not find that of the Landlords’ attempt to enforce their rights under the Act is substantial interference or harassment. They were not served at the same time, and they were based on different grounds, for which the Landlords could provide a valid notice. ~~The only reason the Landlords served two separate N12 notices was because the first one only had one Tenant reflected, so they issued a second one to essentially correct the defective notice.~~

53. The landlord is allowed to assert their legal rights by serving a notice of termination and filing an application, just as a tenant is also allowed to enforce their rights by filing an application with the Board. Both matters will be individually decided on the merits of the case. The pure existence of a notice of termination is not in itself harassment.
54. In my view, the Tenants failed to meet the burden of proof and failed to provide sufficient evidence to prove that the conduct of the Landlords rose to the level of harassment.
55. Based on the evidence before me, and on a balance of probabilities, I am not satisfied that the Landlords' N5 notice, or the service of the notice, constituted harassment of the Tenants under the Act.
56. Based on the above, the harassment claim with respect to this issue in the application must be dismissed.
57. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence and oral testimony when making my determinations.
58. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The total amount the Landlords shall pay the Tenants is **\$596.00**. This amount represents:
 - **\$500.00** for a rent abatement
 - \$96.00 for the cost of filing the T2 and T6 applications
2. The Landlords shall pay the Tenants the full amount owing by April 25, 2026.
3. If the Landlords do not pay the Tenants the full amount owing by April 25, 2026, the Landlords will owe interest. This will be simple interest calculated from April 26, 2026 at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 25, 2026
Date Order Issued

March 31, 2026
Date Amended

Colette Myers
Member, Landlord and Tenant Board

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