



Order under Section 30 Residential Tenancies Act, 2006

Citation: BAKR v Harrington Housing, 2026 ONLTB 26078

Date: 2026-04-09

File Number: LTB-T-010607-26

In the matter of: 1405 - 561 SHERBOURNE,
TORONTO, ON M4X0A1

Between: TAMER IBRAKHIM KHUSSEIN BAKR Tenant

And

Harrington Housing Landlord

TAMER IBRAKHIM KHUSSEIN BAKR (the 'Tenant') applied for an order determining that Harrington Housing (the 'Landlord') failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was heard by videoconference on March 25, 2026.

The Landlord's Representative, Merve Ozdemir, and the Tenant attended the hearing.

Determinations:

1. For the reasons that follow, the Tenant's application must be dismissed without prejudice.

Preliminary Issues:

The Tenant's claim encompasses two separate tenancies

2. The Tenant claims the Landlord breached their maintenance obligations with respect to the presence of cockroaches and mold in the apartment.
3. On June 1, 2025, the Tenant moved into one small room in a 4-bedroom apartment. The apartment also had a living room, kitchen, and two bathrooms – one of which was shared and one of which was located off the largest bedroom and was used exclusively by the person who lived in that room.
4. The Tenant moved to the larger bedroom with *en suite* on October 1, 2025.
5. The Tenant did not sign a new lease when he moved between the rooms and submitted it was all the same tenancy with the same problems.

6. The Landlord's Representative submitted each room was as a separate rental unit with shared common areas and that rent was charged depending on the size of each room and a higher rent was charged for the room with the *en suite*.
7. The parties agreed the Tenant's lawful monthly rent increased from \$1,150.00 to \$1,550.00 when the Tenant moved from a smaller room to the large room with the *en suite*.
8. Absent specific circumstances, the lawful rent can only be increased once every 12 months by a guideline amount established by the government. However, when a new tenancy is commenced there are no restrictions on an increase in rent.
9. In the above circumstances, I find the significant rent increase when the Tenant moved rooms is consistent with a new tenancy having been created and find it more likely than not that each bedroom in the apartment was a separate rental unit.
10. As a result, I find the Tenant's application actually covers two separate tenancies. I find when the Tenant moved from the smaller room to the larger bedroom a new tenancy was created. This is a problem because, with the exception of multi-tenant applications, a tenant's application can only be brought with respect to one tenancy at a time.

Tenant's claim lacks particulars

11. The Landlord's Representative submitted that the Tenant's application did not contain enough details for the Landlord to be able to respond to the application.
12. In particular, the Landlord's Representative took issue with the Tenant's claim that he "verbally reported these issues multiple times to the Landlord's agent and staff who work in the building representing Harrington Housing", finding it to be vague as no dates or names were provided.
13. This concern was not raised until after the Tenant had testified and provided his best recollection as to who he had spoken with and when, and the Landlord's Representative was not able to reach any of these individuals on such short notice.
14. Overall, I considered whether the above issues could be addressed by way of adjournment and amendment to ensure a procedurally fair hearing could be held. However, the application was also with respect to two separate tenancies, a severance or further filing of at least one additional application would be required, and it is not the role of the LTB to perfect an applicant's claim. As the Tenant is still within time to advance his claims, I found it most appropriate to dismiss the Tenant's application without prejudice to his ability to file new applications with particulars for both tenancies.

It is ordered that:

1. The Tenant's application is dismissed without prejudice.

April 9, 2026
Date Issued

David McFadden
Member, Landlord and Tenant Board

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