



Order under Section 135 Residential Tenancies Act, 2006

Citation: Dias v Williams, 2026 ONLTB 28725

Date: 2026-04-15

File Number: LTB-T-030636-23

In the matter of: 14 DISAN CRT
ETOBICOKE ON M9V4A7

Between: Mitchell Dias Tenant
Bilal Khan
Selenah Khan

And

Doug Williams Landlord

Mitchelle Dias, Bilal Khan and Selenah Khan (the 'Tenant') applied for an order determining that Doug Williams (the 'Landlord'):

- collected or retained money illegally.
- 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 September 24, 2025 and March 26, 2026.

The Landlord's Representative Timothy Mobberley, Landlord and the Tenant Michelle Dias attended the hearing.

Determinations:

1. This hearing on September 24, 2025, was adjourned and Interim Order LTB-T-030636-23-IN was issued on September 29, 2025, directing the Tenant to file and serve an amended application including a written description of each issue they intend to raise under section on or before October 30, 2025
2. Specifically, the Tenant was to provide the following information about each issue:
 1. a description of the issue
 2. the date the issue started
 3. the date the Tenant told the Landlord about the issue
 4. whether the issue was resolved

5. what the Tenant would like the LTB to order for the issue (the remedy requested).
3. The Interim Order also required the Landlord to pay the Tenant \$1,400.00 by November 30, 2025, failing which the Landlord would start to owing interest starting on December 1, 2025 at a rate of 4.00% annually on the balance outstanding.

Amended T6 Application

4. At the hearing on March 26, 2026, there was no dispute that the Tenant had filed an amended T6 application with the Landlord. However, the Landlord's Representative submitted that the amended T6 application had the following deficiencies:
 1. Tenant's amended T6 lack sufficient dates and details
 2. Tenant's claims were statute barred as they occurred over a year before filing the T6 application
 3. Tenant's T6 did not specifically request any remedies in their T6 application for the Tribunal to consider.
5. At the hearing, the focus was on whether the amended T6 application lacked specific dates and details and was statute barred and therefore could not proceed.
6. There was a dispute between the parties of the day the Tenant moved out, but it was either on March 30, 2023 or April 1, 2023.
7. The T6 application was filed on April 18, 2023. It raises the following issues:
 1. Lack of heating (September 2021-ongoing)
 2. Unsafe bathroom and shower access (June 2021 -ongoing)
 3. Plumbing and flooding issues (May 2021 – ongoing)
 4. Electrical and breaker issues (October 2021-ongoing)
 5. Unsafe exit/entry door (February 2022-ongoing)
 6. Persistent Water leaks and structural hazards (2021-2023)
 7. Landlord's negligence and health hazards
8. The Landlord's Representative submitted that the application provided only general dates when these issues occurred and in most cases simply referred to a month and a year as opposed to a specific date. Further, with the exception of the heating issue there was no information provided when they notified the Landlord which was not in compliance with the Interim Order.
9. Further the Landlord's Representative submitted that despite saying that the matters were "ongoing" the Tenant's application provided no specific details that these matters had indeed continued or that they had notified the Landlord that they had continue.

10. The Tenant submitted that they did not believe they were required to provide such specific dates in their application and because they communicated with the Landlord in various ways, including verbally, they did not have that level of detail.

Analysis

11. It is well established that an application needs to provide sufficient dates and details so that the other parties understands the nature of the claim and so they can decide if they wish to dispute the claim. The Landlord's Representative referred me to *Ball v Metro Capital Management Inc.* [2002] OJ No 5931 (Div Crt)] which is the leading case related to the requirement to providing sufficient reasons and details. While the general principles noted above are reaffirmed in that case, it should be noted that Ball was a case related to a Landlord providing a Tenant details related to a termination notice which is different then the case before me.
12. With respect to limitation periods, section 29(2) of the *Residential Tenancies Act, 2006* (Act) provides that a T6 application cannot be made more than one year after the day the alleged conduct giving rise to the application occurred.
13. In this case I do find the Tenant's application lacked specific dates and details and most issues were not fully supported with information that was required by the Interim Order. Besides not providing specific dates, there was limited information or no information provided of when the Landlord was informed.
14. With respect to limitation period, while the Tenant alleges the matters were ongoing they did not provide any evidence that this was indeed the case after the initial issues arose.
15. I also find that with the exception of the lack of heating, there is insufficient details to support the Tenant's application and therefore can not proceed on that ground as well. I therefore find that the T6 application should be dismissed.

Unpaid Amounts Related to Interim Order

16. The Landlord's Representative acknowledged the Landlord has not complied with the Interim Order to pay the Tenant the \$1,400.00 due to limited financial means.
17. The Landlord's Representative has informed the Landlord that this obligation remains in place regardless of the outcome of the matter and that the Landlord is now also required to pay interest on the outstanding amount from December 1, 2025.

It is ordered that:

1. The Tenant's T6 application is dismissed.

2. The requirement in Interim Order LTB-T-030636-23-IN that the Landlord pay the Tenant \$1,400.00 by November 30, 2025, remains in effect. The Landlord must pay the Tenant \$1,400.00 plus simple interest calculated from December 1, 2025 at 4.00% annually on the balance outstanding

April 15, 2026
Date Issued

Stephen Rotstein
Vice Chair, 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.