



**Order under Section 31;135
Residential Tenancies Act, 2006**

File Number: LTB-T-087013-25

In the matter of: 5527 Edencroft Crescent
Mississauga ON L5M4B4

Between: Akhil kumar Ponnam
Angel Jemima Gonthi Tenants

And

Awais Alvi Landlord

Akhil kumar Ponnam and Angel Jemima Gonthi (the 'Tenants') applied for an order determining that Awais Alvi (the 'Landlord') collected or retained money illegally (T1 application), and that the Landlord substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household and further the Landlord harassed, obstructed, coerced, threatened or interfered with the Tenants. (T2 application).

This application was heard by videoconference on March 24, 2026.

Only the Tenants attended the hearing. The Tenants spoke to Tenants Duty Counsel prior to the start of this proceeding.

Determinations:

1. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Background to the tenancy and the T1;T2 application.

2. The tenancy began on August 1, 2025. The monthly rent was \$1,250.00 payable on the first of the month. The Tenants testified that they moved out of the rental unit on September 30, 2025. The Tenants provided the Landlord a deposit for the last month's rent in the amount of lawful rent, as evidence by the submitted documentary evidence.
3. The Tenants testified they were model Tenants and entered a fixed term lease of 6 months from August 1, 2025, to January 31, 2026.

4. On October 15, 2025, the Tenants filed a T1;T2 Application with the Board, alleging, the Landlords did not use their last month's rent deposit to pay for the last rental period of the tenancy and did not return the deposit to them.
5. The Tenants provided uncontested testimony that they paid the last month's rent, and notified the Landlord on September 1, 2025, that they would be vacating the rental unit at the end of the month, on or about September 30, 2025, and they would attempt to help mitigate the Landlord's financial losses, by attempting to find replacement tenants, by posting advertisements on Facebook Marketplace.
6. The Tenants uncontested testimony was that they provided several suitable candidates, but none were accepted by the Landlords. The Tenants did in fact vacate on September 30, 2025.
7. The Tenants acknowledged and testified that they provided about 30 days' notice to terminate the tenancy, on September 1, 2025, of a fixed term lease that was to end January 31, 2026.
8. The Tenants were adamant that the Landlord had re-rented the rental unit as of October 15, 2025, but had not provided any documentary evidence to substantiate the same, they further submitted they would be content with the return of half the last months rent and costs of this application.

T1 ANALYSIS

9. Section 47 of the *Residential Tenancies Act, 2006* ('Act') allows a Tenants to give notice to a landlord to terminate their tenancy.
10. Section 44(4) of the Act states:

A notice under section 47, 58 or 144 to terminate a **fixed term** shall be **given at least 60 days before the expiration date specified in the tenancy agreement, to be effective on that expiration date.**

[Emphasis added.]

11. Based on the evidence, I find that the notice given by the Tenants on or about September 1, 2025, was short.
12. Section 88(1)(1) of the Act speaks to the calculation of arrears when Tenants do not give proper notice. It states:

If the Tenants vacated the rental unit after giving notice that was not in accordance with this Act, **arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in the notice, had the notice been given in accordance with section 47, 96 or 145, as the case may be.**

[Emphasis added.]

13. Section 88(4) of the Act also requires the Board to consider whether the Landlord had established that they mitigated their damages upon being served with short notice.
14. The Tenants vacated on or about September 30, 2025, after giving notice that was short, so the arrears of rent owing to the Landlord would be calculated as if the Tenants had given proper notice. Had the Tenants served a proper notice in accordance with section 44, the earliest termination date they could have provided was January 31, 2026. This means the Landlord is entitled to rent arrears to January 31, 2026, subject to their duty to mitigate.
15. Based on the uncontested oral testimony before the Board I find that the Landlord made reasonable efforts to re-rent the rental unit effective immediately, and the Tenants believed they had done so on or about October 15, 2025, but did not provide any documentary evidence to substantiate the same, upon the Landlord receiving the Tenants' short notice. Moreover, the reason that the Tenants' last month rent deposit was not returned to them seems to be due to the short notice. Hence the Tenants' T1 portion of their application must be dismissed.
16. The Tenants T2 portion of the application alleged harassment and substantial interference by creating a hostile environment which caused emotional distress which resulted in mental health issues of the Tenants, as the Landlord sought further funds in September 2025.
17. Section 22 of the Residential Tenancies Act, 2006 (Act) states:

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.
18. The question to be determined by the Board is whether there was substantial interference of reasonable enjoyment of the rental unit and harassment by the Landlord.
19. The Act further states that:

29(1) A tenant or former tenant of a rental unit may apply to the Board for any of the following orders:
(3) An order determining that the landlord, superintendent, or agent of the landlord has substantially interfered with the reasonable enjoyment of the rental unit or residential complex for all usual purposes by the tenant or a member of his or her household.
20. On the evidence before me, I find the Tenants' claims of substantial interference, were not met, as no documentary evidence was submitted to substantiate these claims.
21. Section 23 of the Act states "A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant."
22. The Tenants sought a rent abatement of \$1,250.00 for the T2 portion of the application and out of pocket expenses which were the costs of the applications.

23. The Tenants testified that the Landlord sought further funds and made the tenancy difficult particularly in September 2025.
24. The standard of proof in proceedings before this Board is “proof on a balance of probabilities.” By that standard, the party bearing the burden of proof must show with evidence that, “more likely than not”, their assertions are true., that burden cannot be said to have been discharged.
25. No substantial documentary evidence was adduced by the Tenants, nor the Tenants’ oral testimony either in part or taken in its entirety, suffices to meet the burden of proof upon the Tenants to demonstrate that the Landlord has breached his obligations as they pertain to their T2 application.
26. On the evidence before me, I find the Tenant’s claims of harassment, and substantial interference were not met. There is no evidence before me that the Landlord’s behaviour on a balance of probabilities harassed the Tenants nor that the Landlord substantial interfered with the Tenants reasonable enjoyment. The uncontested testimony of the Tenants in my opinion is self serving and without merit on a balance of probabilities.
27. I have considered all the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.
28. The order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenants T1, T2 application is dismissed.

April 28, 2026
Date Issued

Panagiotis P. Roupas
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.