



**Order under Section 21.2 / 30
of the Statutory Powers Procedure Act
and the Residential Tenancies Act, 2006**

Citation: Sanchez Cabezas v Ahmed Uddin, 2026 ONLTB 33918

Date: 2026-05-01

File Number: LTB-T-057280-24-RV

In the matter of: Basement, 839 Glen Street
Oshawa ON L1J3T9

Between: Jose Danilo Sanchez Cabezas Tenants
Lady Mera Nino

And

Moshfaque Ahmed Uddin Landlord

Review Order

Jose Danilo Sanchez Cabezas and Lady Mera Nino (the 'Tenants') applied for an order determining that Moshfaque Ahmed Uddin (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 resolved by order LTB-T-057280-24 issued on December 5, 2025.

On December 18, 2025, the Representative requested a review of the order and that the order be stayed until the request to review the order is resolved.

On December 19, 2025, interim order LTB-T-057280-24-RV-IN was issued, staying the order issued on December 5, 2025.

This application was heard by videoconference on January 19, 2026.

The Landlord's Legal Representative Rama Gavisetty, the Landlord, the Tenants and the Tenants' Legal Representative Brenda Rizzo attended the hearing.

Determinations:

1. The Tenants testified that the Notice of Hearing that was e-mailed to them by the Board had got lost in their e-mail "junk" folder, which they did not discover until December 8, 2025. The hearing took place on November 27, 2025.
2. The Landlord's Legal Representative conceded the Tenants' Request to Review.

3. On the basis of the submissions made in the request, I am satisfied that the Tenants was not reasonably able to participate in the proceeding. As such, we proceeded with the Tenants' application *de novo*.

Tenants' T6 Application

4. As explained below and at the hearing, the Tenants did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
5. The Tenants moved into the unit on June 21, 2024. They moved out of the unit on June 30, 2024.
6. The Tenants testified that as they were moving into the unit, the Landlords had requested that the Tenants' sign a document acknowledging that there was no stove in the kitchen. The Tenants moved into the unit and were advised that a stove would be provided to them by the Landlord.
7. The Tenants testified that they requested a stove from the Landlord 10-20 times within this period and on June 30, 2024, were told by the Landlord that he was waiting for the stove but was dealing with a warranty.
8. The Tenants testified that they had also complained to municipal By-Law about the lack of a stove and also had issues with a leak and a dog upstairs. The Tenants and the Landlord agreed to end the tenancy as of June 30, 2024.
9. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.
10. The Tenants were aware of the issue prior to moving in the unit. They decided to move into the unit for 9 days and then agreed with the Landlord to vacate the unit. The Tenants were unable to provide any evidence to substantiate their multiple requests for the stove, testifying that all of their requests were done verbally over the phone or in person.
11. Having to consider whether the Landlord responded reasonably in the circumstances, the Tenants gave the Landlord a mere 9 days to respond to the stove issue wherein the Tenants consciously ended the tenancy on their volition after this amount of time.
12. While I agree that not having a working stove in the unit may be a violation of the Act, the Tenants chose to proceed with their application under s. 30, as opposed to s. 29 and as such I have to consider the timeline involved in the issue. The 9 days afforded to the Landlord to address the issues, even if they were only raised verbally by the Tenants, is unreasonable.
13. As such, the Tenants' application is dismissed.

It is ordered that:

1. The request to review order LTB-T-057280-24 issued on December 5, 2025, is granted.
2. The Tenants' application is dismissed.

May 1, 2026
Date Issued

Jagger Benham
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.