



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-004135-26

In the matter of: 14, 30 CHARLES ST E
TORONTO ON M4Y1T1

Between: HARRINGTON HOUSING INC

Landlord

And

Nazar Tuvakov

Tenant

HARRINGTON HOUSING INC (the 'Landlord') applied for an order to terminate the tenancy and evict Nazar Tuvakov (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on February 28, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$1,125.00. It was due on the 1st day of each month.
5. At the hearing the Tenant contested the lawful monthly rent. He testified that the lease agreement he signed listed the lawful monthly rent as \$1125.00, while this amount was reflected in the Landlord's records as \$1,200.00 per month. The Landlord asserted that the rent was \$1,200.00 per month.
6. The Tenant relied on a document titled "fixed Term Cp-living addendum to the lease" which lists the lawful monthly rent as \$1125.00 at paragraph 5.

7. The Tenant testified that prior to receiving this agreement the Landlord had sent him the wrong lease agreement from Quebec which also lists the lawful monthly rent as \$1125.00 at paragraph 5.
8. The Tenant testified that on his portal account the Landlord posted a totally different lease agreement which listed the lawful monthly rent as \$1,200.00. The Tenant testified that he did not sign this lease agreement and only became aware of it a few months ago. However, he also included it within his evidence package.
9. The Landlord's Legal Representative indicated that the page 75 of the Tenant's own brief contained a lease which listed the rent as \$1200.00 at paragraph six. She also indicated that the N4 was for \$1200.00 and from February to May 2025 the Tenant had paid \$1200.00 per month.
10. With respect to the lawful monthly rent, I prefer the largely uncontested evidence of the Tenant who has provided two lease agreements which describe the lawful monthly rent as \$1,125.00 per month. While there is a third lease agreement which lists the rent as \$1,200.00 this was never disputed by the Tenant, and I accept his testimony that this lease agreement, while relied on by the Landlord, was never signed. I note that there are two checkboxes for the Landlord and the Tenant used to indicate signature which have been checked, however within the lease there are also two other separate signature pages, neither of which have been completed by the parties. When I consider this in tandem with the Tenant's largely unchallenged testimony, I am prepared to accept that this agreement was never signed by the Tenant. Therefore, I find that the lawful monthly rent is \$1,125.00 and the Tenant is entitled to a rebate of \$300 representing the rent paid from February to May 2025.
11. The Tenant has not made any payments since the application was filed.
12. The rent arrears owing to February 28, 2026, are \$9,975.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Section 82

14. The rental unit is a bedroom in a unit that contains two other bedrooms and share dining area.
15. The Tenant testified that when he was considering moving into the complex he was provided with a picture of a different unit, which contained two bedrooms and a larger shared common area. However, after he signed the lease, paid the deposit and took possession he was provided with a bedroom in a smaller unit with 3 bedrooms and a smaller common area, which he described as 50% smaller. He testified that he only became aware of this after he paid his last month rent deposit on February 9, 2025, and the Landlord informed him the next day that he would be provided with a different room in a smaller unit.
16. The Tenant testified that the main problem this caused was that he could no longer live with his friend who also intended to rent a bedroom from the Landlord.

17. The Tenant relied on correspondence between himself and a realtor and photographs and videos depicting the two units. The Tenant testified that he complained of this to the Landlord and wanted to take all his money back but was informed that his deposit could not be returned.
18. The Tenant testified that starting February 13, 2025 there was ongoing construction work being performed in the common shared living room within the complex. He testified that this left dust everywhere. He testified that he spoke to two of the Landlord's agents and complained that this created a lot of dust and dirt which made his room dirty. He testified that this was a verbal conversation and could not recall exactly when it occurred. He testified that while the work was not being performed in his room it was around his room. He testified that this led to dust and odours in his room and made him feel bad. He testified that the work went on for approximately 4 months.
19. The Tenant relied on photographs of the work, and debris in the shared common area in support of his testimony.
20. The there were problems with the heat, he testified that there was no heat in his room for two to three days a week on average. He testified that when the heat was functioning, he had no control over it and it would often be too hot, The Tenant also testified that the radiator would be very noisy and often vented steam. He made the Landlord aware of this via text on February 10, 2025. The Tenant testified that the noise was worse than the lack of heat. He testified that it whenever the heat was functioning it would be very noisy within his room.
21. The Tenant relied on a photograph of a thermostat reading 15 degrees Celsius taken on January 18, 2026. He testified that this taken in a different room, not his bedroom but the temperature was the same. The Tenant testified that the city came to his room to check, but he did not provide any readings taken from his room.
22. The Tenant also relied on a video depicting steam and noise coming from the radiator which was taken on February 17, 2025. He testified that whenever the heating was functional this steam and noise would be present.
23. The Tenant also testified that there was no way for him to keep the window in his room open. He indicated that he would have to prop a brick or piece of wood under the window to do so. The Tenant also testified that the curtain rod within the bedroom needed to be repaired. He testified that he made the Landlord aware of this on February 18, 2025, and informed the Landlord repeatedly verbally including on March 28, 2025, and March 31, 2025 but he was never provided with a mechanism the keep the window open and the curtain rod was not repaired.
24. The Tenant testified that he paid a key deposit of \$150.00 and a service deposit of \$200 on February 9, 2025 which have not been returned. He did not know the purpose of the \$200.00 service fee. He testified that these funds were not refunded by the Landlord.
25. The Tenant testified that in June 2025 he reached out to the Landlord to discuss resolve the issue he was experiencing. He testified that he sent the Landlord an email on June 8, 2025, asking them to reduce the rent to \$800.00 as a result of these issues. He testified that the Landlord originally agreed to reduce his rent to \$1000.00 per month but later

reneged on this offer after the Tenant requested compensation for the months he had already paid and informed him he should vacate. The Tenant testified that the rent should be considered \$1000.00 from June 2025.

26. The Tenant also testified that his room was not clean when he moved in, he relied on a photograph taken on February 15, 2025, depicting dust in the rental unit, and unclean windows. On February 10, 2025 he requested the Landlord clean the room.
27. He also testified that the WIFI was not set up, and he was not provided with a key to the trashcan or mailbox. He testified that WIFI was installed at the end of February 2025 and he followed up about the mailbox key on March 28, 2025, and believed that he received it in April 2025.
28. The Tenant also wished to raise issues related to entries, showings, worker attendance, and interference. However, the Tenant has only provided a single date May 18, 2025, and indicated that there were multiple instances thereafter in his Section 82 issues chart. At the hearing, the Tenant testified that this date was incorrect and should actually be February 13, 2025. The Landlord's Legal Representative indicated that it was not clear to the Landlord what was meant by these allegations, and there were no dates specified and therefore they did not know what these allegations were referring to.
29. Applications must provide sufficient details to allow the opposing party to know the specific allegations being made so that the opposing party can be in a position to know the case that must be met: *Ball v. Metro Capital Property*, [2002] O.J. No. 5931 ("Ball").
30. It is my view that when a Tenant raises issues under Section 82 of the Act, they must also provide sufficient particulars to allow the Landlord to know the allegations being made and form a fulsome response. I am not satisfied that the Tenant has done so here as only one date has been provided and according to the Tenant, it is incorrect. Therefore, I am not satisfied that the Tenant had provided adequate particulars with respect to these allegations and did not consider them.
31. The Tenant also wished to call a witness Tanya Osmond to provide testimony. He testified that the witness would explain about problems with heat as she had lived in the building for a long time, in a separate room that did not share a common area with the Tenant.
32. As the Tenant's witness did not reside in the same unit as the Tenant, and did not share a common area with the Tenant, and I was satisfied that I had sufficient direct testimony from the Tenant with respect to the heat, an issue which was acknowledged by the Landlord, I did not find it necessary or expeditious to take testimony from the Tenant's witness.
33. The Landlord did not dispute that the Tenant was provided with a bedroom in a unit with three rooms, did not dispute that there was briefly an issue with the heat and did not dispute that there was work being performed during the start of the tenancy.
34. With respect to the offer of a rent reduction to \$1000.00 she indicated that the Landlord made this offer for June out of good faith, but the Tenant had never paid \$1000.00 and disputed that this should not be found to be the lawful monthly rent.

35. She indicated that the Tenant rents a room and there is common space provided but there is no guarantee of the size of the common shared area, or the number of rooms attached to it, and while it was not disputed that it was smaller than he was expecting, he still had access to it and a rent abatement is not appropriate.
36. She did not dispute that there was construction, which may have inconvenienced the Tenant, but the work needed to be done for a roommate and was not in the Tenant's room.
37. With respect to the heating, she indicated that this had to do with the building itself as it was related to a boiler, and the Tenant had been made aware that they were working to fix it. She indicated that it did take a bit of time, and she would understand if I chose to provide the Tenant with compensation.

Analysis

38. The Landlord's Legal Representative did not cross examine the Tenant, instead relying on submissions. I therefore consider the Tenant's testimony largely uncontested and note that the Landlord's Legal Representative submissions only disputed a portion of the Tenant's evidence.
39. I accept that the Tenant was provided with a room in a smaller unit than was originally represented to him, an allegation not denied by the Landlord. While I recognise that the Tenant only rented a room, I am nevertheless satisfied that he was shown a room that was part of a larger unit which may have induced him to enter into the lease agreement and was subsequently provided with a room in a shared unit with less common space, and an additional roommate. I am satisfied that a modest abatement of rent is therefore appropriate.
40. I also accept that a modest abatement is appropriate for the work being performed in the other bedroom in the Tenant's unit. While I note that this work was not directly within the Tenant's room, I accept that it led to dust and dirt entering their room and had an impact on their enjoyment of the unit. Therefore, I find that a modest abatement is appropriate for the month of February 2025.
41. I also accept that there were problems with the heat and radiator in the Tenant's rental unit, which was not disputed by the Landlord. While I can also accept that the Landlord was working to rectify these issues, I note that the Landlord's Legal Representative did not dispute that an abatement may be appropriate. Therefore, I find that an abatement is appropriate from February 2025 to June 2025 and September 2025 to February 2026.
42. I also accept that a modest abatement is appropriate for the window and curtains, for the duration of the tenancy and a small abatement is appropriate for the missing WIFI and garbage and mail keys.
43. I also accept that the Tenant paid two illegal charges a key deposit of \$150.00 and a \$200.00 service fee. I note that neither of these were contested by the Landlord and am satisfied that they should be refunded.
44. I am not satisfied that the Landlord's offer of a rent reduction to \$1000.00 from June 2025 is binding on them, simply on the basis of the discussion between the parties and the offer

made by the Landlord and note that the Tenant stopped paying rent in June 2025 and the offer was rescinded. However, this exchange does support that the Landlord was aware of issues within the unit, and aware that they warranted an abatement.

45. Ultimately, I am satisfied that a \$200.00 per month abatement is appropriate from February 2025 to February 2026. This is in consideration of the altered room layout, the heat, the windows and curtains, and the trash and mailbox key, the WIFI and the work performed with the unit.
46. I find that this abatement is appropriate as it recognises the ongoing nature of issues such as the heat, and the altered room layout, and captures that the Landlord, at least in June for 2025, felt a \$200.00 per month abatement was appropriate for these issues. However, this quantum also recognises that many of the issues raised (the missing keys, the WIFI, the condition of the room on moves in, and the constrictions were resolved) and others thought unaddressed (the window and curtain rod) were comparatively minor. Therefore, I am satisfied that this abatement is appropriate.
47. I am also satisfied that the Tenant is entitled to a one-time abatement of \$150.00 for the key deposit and \$200.00 for the service fee.
48. Therefore, The Tenant is entitled to a total abatement of rent of \$2,950. This amount will be deducted from the amount owing to the Landlord.

Last Month's Rent

49. The Landlord collected a rent deposit of \$1,200.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
50. Interest on the rent deposit, in the amount of \$25.34 is owing to the Tenant for the period from February 27, 2025, to February 28, 2026.

The Payment Plan

51. The Tenant testified that he would need 8 months to pay any arrears and requested that any arrears be divided into an 8-month payment plan of 8 monthly installments. He testified that he paid rent for another unit, and sent money to family and does not have a large income.
52. I am not satisfied that a payment plan is appropriate and note that the Tenant has not made any payments towards rent since June 2025. While I can accept that the Tenant is on a tight budget, the Landlord has not received any payments in nearly a year, and I find that an 8 month payment plan would be unduly prejudicial.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of February 28, 2026, the date the Tenant moved out of the rental unit.

2. The Tenant shall pay to the Landlord \$5,985.66. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit and the rent abatement/rebate awarded to the Tenant is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before May 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 11, 2026 at 4.00% annually on the balance outstanding.

April 29, 2026
Date Issued

Reid Jackson
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$9,975
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,200.00
Less the amount of the interest on the last month's rent deposit	- \$25.34
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$2,950
Total amount owing to the Landlord	\$5,985.66