



Order under Section 30 Residential Tenancies Act, 2006

Citation: Amun v REHAN, 2026 ONLTB 34610

Date: 2026-05-01

File Number: LTB-T-064010-25

In the matter of: 550 LEAR GATE
MILTON ON L9T8K1

Between: Chez Amun
Terneisha Amun Tenants

And

Siddiqui Ahmed Rehan Landlord

Chez Amun and Terneisha Amun (the 'Tenants') applied for an order determining that Siddiqui Ahmed Rehan (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 April 27, 2026.

Only the Tenants attended the hearing.

As of 10:12am the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenants proved on a balance of probabilities some of the allegations contained in the application.
2. The Tenant's application was filed on August 1, 2025 and alleges that the Landlord has breached their maintenance obligations under the Act with respect to mould in the rental unit and a leak in the bathroom shower.
3. The Tenants moved into the rental unit on or about March 2023 and vacated on September 30, 2025.
4. The rental property is a detached dwelling consisting of two rental units. The Tenants resided in the basement unit and the Landlord resided on the main floor / upper unit.

5. Section 20 of the *Residential Tenancies Act, 2006* (the Act) states:

- 20** (1) A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.
- (2) Subsection (1) applies even if the tenant was aware of a state of non-repair or a contravention of a standard before entering into the tenancy agreement.

6. The Tenant's application is filed pursuant to section 29 of the Act, which states in part:

- 29** (1) A tenant or former tenant of a rental unit may apply to the Board for any of the following orders:
1. An order determining that the landlord has breached an obligation under subsection 20 (1) or section 161.
 - (2) No application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred.

7. The Tenants testified that they noticed a ceiling leak above their shower on or about the time they moved into the rental unit and confirmed that this concern was repaired in the summer of 2023.
8. As such, in accordance with subsection 29(2) of the Act, this alleged maintenance issue is statute-barred as it was rectified more than one-year prior to the application being filed. The Board is therefore unable to award any remedies for this alleged maintenance breach.
9. The Tenant's application also alleges concerns with respect to mould in the rental unit. The Tenants testified that since the commencement of the tenancy that mould was present in the bathroom of the rental unit and that this concern was reported to the Landlord immediately and that despite the Landlord promising the repair this issue, that no remediation work was completed until April 15, 2025. The Tenants further testified that the mould spread to the laundry room of the rental unit.
10. The Tenants submitted into evidence photographs and a video taken throughout 2023 to 2025 confirming the presence of visible mould in the bathroom and laundry room.
11. Based on the uncontested evidence and submissions before the Board, I find that the Landlord has breached their maintenance obligations under the Act with respect to the mould presence in the rental unit. The evidence before the Board suggests that the Landlord was put on notice of this alleged maintenance issue in 2023 and did not rectify it until the spring of 2025 (two years later).
12. The Tenant's application requests a 50% rent abatement for the Landlord's breach. The monthly rent at the time the application was filed was \$1,850.00 per month.
13. An abatement is a contractual remedy designed to address the idea that tenants are paying for a bundle of goods and services and if they do not receive everything they are

paying for, the rent should be abated in an amount proportional to the difference between what is being paid for and what is being received.

14. The Tenant's confirmed at the hearing that the mould was only present in the bathroom and laundry room and not the two bedrooms, the kitchen or the other common living areas in the rental unit.
15. As such, I find that the Tenants are entitled to a total rent abatement of \$2,079.34, which consists of a 15% rent abatement from August 1, 2024 to April 15, 2025.
16. The Tenants paid \$48.00 for the costs of filing the application and are entitled to reimbursement of those costs.

It is ordered that:

1. The Landlord shall pay the Tenants \$2,127.34. This amount represents:
 - \$2,079.34, for a rent abatement
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by May 12, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by May 12, 2026, the Landlord will owe interest. This will be simple interest calculated from May 13, 2026 at 4.00% annually on the balance outstanding.

May 1, 2026
Date Issued

Fabio Quattrociocchi
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.