



Order under Section 30, 31 and 135 Residential Tenancies Act, 2006

Citation: Mishra v BAMIDIPATI, 2026 ONLTB 34568

Date: 2026-05-06

File Number: LTB-T-093635-24

In the matter of: 510, 169 FORT YORK BLVD
Toronto On M5V0C8

Between: Hement Mishra Tenant

And

Aditya Bamidipati Landlord

Hement Mishra (the 'Tenant') applied for an order determining that Aditya Bamidipati (the 'Landlord'):

- collected or retained money illegally. (T1 application)
- 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. (T6 application)
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household. (T2 application)
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on March 16, 2026.

The Landlord, the Tenant, and the Tenant's Legal Representative Vivekkumar Thapliyal attended the hearing.

Determinations:

1. At the beginning of the hearing, the Tenant's Legal Representative raised that he provided the Landlord and the Board a copy of the Tenant's consolidated evidence brief the morning

of the hearing; the evidence was accepted as it was a consolidation of the evidence previously disclosed.

2. The Tenant's request to amend application on August 8, 2025, is approved; the request was made prior to the hearing.
3. Agreed upon facts: the tenancy began July 21, 2023; the Tenant vacated August 21, 2024; the rent was due the 21st of the month; the lawful monthly rent was \$2,200.00; the Tenant paid \$8,800.00 for a rent deposit, 4 months of rent, and a \$300.00 key deposit.
4. This application is subject to the one-year limitation period contained in s.29(2) of the Residential Tenancies Act, 2006 (Act). The application was filed November 24, 2024, 2023, and the Tenant vacated the rental unit on August 21, 2024. Therefore, the Board can only award remedy for issues raised in the application which occurred during the period from November 24, 2023, through August 21, 2024.

T1 application and Analysis

5. As explained below, the Tenant proved the allegations contained in the T1 application on a balance of probabilities. Therefore, the Landlord must compensate the Tenant as ordered below.
6. There is no dispute that the Tenant paid a total rent deposit of \$8,800.00 when the lease was signed and the Tenant did not pay rent for the 2 months of prior to the last month of the tenancy.
7. The Landlord did not use the Tenant's rent deposit to pay for the last rental period of the tenancy and did not return the deposit to the Tenant. This is prohibited by the *Residential Tenancies Act, 2006* (the 'Act'). In violation of the Act, the Landlord also charged the Tenant 3-months rent above the allowable 1-month rent deposit. The \$4,400.00 of unpaid rent shall be subtracted off the total deposit paid \$8,800.00; therefore, the Tenant is entitled to return of \$4,400.00.
8. There was also no dispute that the Landlord failed to pay the Tenant interest on the last month's rent deposit, as required by the *Residential Tenancies Act, 2006* (the 'Act'); this is contrary to section 106(6) of the Act. The Tenant is entitled to the interest owed.
9. Interest on the deposit is owing to the date of the hearing, in the amount of \$482.18 calculated as follows:
 - July 21, 2023 to August 20, 2024: 2.5%; $\$8,800.00 \times 2.1\% = \220.00 .
 - July 21, 2024 to August 20, 2025: 1.6%; $\$8,800.00 \times 1/6\% = \140.80 .
 - July 21, 2025 to March 16, 2026: 2.1%; $\$8,800.00 \times 1.6\% = \184.80 ; $\div 365 \text{ days} = \0.51 $\times 238 \text{ days} = \121.38 .
 - As 2-months of the deposit is being applied rent for the 2-month period prior to the last month of the tenancy, May 21, 2024 through July 20, 2024, interest is not payable on this amount for those periods. Therefore: 61 days is subtracted from the interest due in 2026; $61 \times \$0.51 = \31.11 ; $\$121.38 - \$31.22 = \$90.27$.
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10. The total amount of interest owing to the Tenant is \$451.07.

T6 and T2 applications

11. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the T6 and T2 applications. Therefore, the applications are dismissed.

12. The Tenant testified to unresolved maintenance issues that began early in the tenancy; whenever the Tenant reported an issue, the Landlord would defer to the Property Manager who did nothing. On July 31, 2023, the Tenant emailed the Property Manager and cc'd the Landlord about: clogged dishwasher; washing machine water dispenser collects water every time after washing; stove knob for baking is loose; the patio door wheels need replaced; bathroom door lock not working; bathroom towel bar is loose; heater and AC setting issues; and the bathroom shower. The Tenant was told he could 'live with' the issues raised about the stove knob and washing machine softener dispenser; the Tenant stopped using the affected burner on the stove and used the washing machine as little as possible to avoid leaking. The Tenant reached out to the condominium superintendent who said he could fix the balcony door, bathroom drawer, and bathroom doorknob; the Tenant paid for these repairs to be done. The Landlord ordered a dishwasher from Costco and asked the Tenant to remove the old one so the technician could instal the new one. The Tenant said that was not his responsibility and told the Landlord he found someone who would do the removal; the Landlord agreed, and the Tenant paid \$90.00 out-of-pocket for its removal. The new dishwasher broke a few months after it was installed; the Landlord asked the Tenant to to call the Costco service centre; the service centre said it would take a few months for the part. On January 3, 2024, the Landlord told the Tenant to call Costco support to log the issue since he had first-hand information. The Tenant stopped using the dishwasher.

13. On August 13, 2023, the Tenant emailed the condominium board about the soundproofing issues with the windows/glass as the noise heard when inside the unit from the Gardiner Expressway was increasing. The Tenant followed up on September 20, 2023, and included screen shots of noise measurements taken with a website application. The Landlord blamed the patio door not being shut tightly, but this was not the case. On October 17, 2023, the Tenant reached out to JAD Soundproofing to handle the issue; an appointment was made for October 25, 2023. On November 3, 2023, the Landlord's Agent said the problem was an issue for the condominium to handle and refused to approve or pay for any related expense. Once again, the Tenant had to take matters into his own hands. The Tenant had to pay for prescription cream medication to address the rash he broke out into because of the noise and related stress it caused. In cross examination the Tenant agreed that the condominium Board investigated but they did not send a sound technician. The people who came to investigate pointed the issue out to the Landlord.

14. On January 24, 2024, the Tenant reported the constant smell of cannabis smoke that emanates throughout the rental unit when the furnace is on which interferes with his ability to enjoy his living space comfortably. The Tenant followed up numerous times via email and/or What's App, but neither the Property Manager nor the Landlord responded/investigated the cannabis issue. When the fridge sensor began malfunctioning, it kept beeping, the Tenant reported the problem, but no action was taken. Therefore, the

Tenant paid out-of-pocket \$112.99 on August 16, 2024, for Star Appliance to do a diagnostic on the fridge.

15. On August 21, 2025, during a phone call and subsequent meeting, the Property Manager was abusive, condescending in a way that was meant to intimidate and harass him. This all happened because the Tenant was insisting the Landlord return the monies that were overpaid/unlawfully kept .
16. The Tenant submitted he did not want to move but had no choice because of the Landlord's behaviour/lack of response to issues. His new unit, on the opposite of the Gardiner Expressway, is similar in size but costs \$2,800.00 per month, which is \$600.00 more monthly. He should be fairly compensated for the stress the Landlord put him through. He is seeking:
 - Rent abatement of 25% for maintenance issues from July 2023 to August 2024, being 25% of \$30,800 = \$7,700.
 - Rent abatement of 50% for harassment and a history of negligence from July 2023 to August 2024, being 50% of \$30,800 = \$15,400.
 - Rent abatement of 25% for loss of peaceful enjoyment of the unit from July 2023 to August 2024, being 25% of \$30,800 = \$7,700.
 - Administrative penalty for the Landlord up to the maximum of \$50,000.00.
 - Any other order this Board deems just.
17. The Landlord testified although he never visited the unit, he worked together on issues with the Tenant. Despite all the emails the Tenant sent, the collaboration was working, except sometimes the Tenant would not respond to his inquiries. The condominium concierge investigated the cannabis odour and found nothing was out of the ordinary. The dishwasher was replaced then repaired; it took a while for this because it was just post-COVID 19. The bathroom doorknob and towel bar also took a while to get addressed. When the Tenant paid for something out-of-pocket, the expenses were deducted from the following month's rent. The Landlord solved as many of the problems that he could, those that were within his hands; he believed they had a good working relationship/way to do things even though there were constant emails from the Tenant. The Landlord understands he has responsibilities to the Tenant, but many things have to be approved by the condominium board before being addressed/repared. The Landlord also realizes now that deferring issues to his Property Manager was not the best way to handle; it is now apparent that the Property Manager was not responding responsibly. He did his best to collaborate with the Tenant to have issues addressed, often there was a delay in communication.
18. The Landlord submitted he could not do anything about the noise, it was an issue the condominium board had to handle. There were delays because of the Landlord's Agent, but he his best to work with the Tenant to address things and reimbursed any expenses incurred by the Tenant; the abatement amounts requested by the Tenant are excessive/not warranted; he is asking for full rent for his entire tenancy. Issues were never intentionally delayed being addressed; once brought to light they were dealt with as best he could, a fine is not warranted/justified.

19. The Tenant referenced a 21-page document brief when testifying; the Landlord did not provide and documentary evidence to support his testimony.

Analysis T6 application

20. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair or maintain the rental unit and did not fail to comply with health, safety, housing, or maintenance standards.
21. 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.
22. In this case the Tenant notified the Landlord about 9 issues on July 31, 2023, all of which are dismissed. The Tenant did not testify about the AC/heater setting issues or the problem with the shower. Although the Tenant testified about the washing machine water dispenser collecting water after a washing is done, there was no explanation as to how this was a repair issue or how the appliance and/or its use was negatively affected. It appears, according to the Tenant's documentation, the dishwasher was replaced, and the bath towel bar, bathroom door lock, and patio door were repaired sometime prior to the Landlord and Tenant's communication on September 21, 2023; the Tenant did not testify to any specific dates issues were resolved or explain why the relatively short timeline was unreasonable. The stove knob was reported as being loose, there was no testimony or evidence that the Tenant ever reported that it was broken/not usable. In respect of the new dishwasher breaking, the Tenant testified that the repair was delayed pending the necessary part being received. That the appliance was a cheaper model from Costo is irrelevant, the old one was replaced and the Landlord acted when a problem arose with this one. Any involvement the Tenant had with these issues is dealt with in the T2 portion of the order. There was also no testimony about the bulbs needing changed that were referenced in the Tenant's email dated December 20, 2023, and no specifics/dates as to when the fridge sensor began beeping. For all these reasons, these issues on the T2 application are dismissed.
23. As to the noise from the Gardiner Expressway, the Tenant's first documented complaint was sent to the condominium concierge, not the Landlord's Agent/Landlord. On September 23, 2023, the Tenant asks the Landlord/Landlord's Agent to forward his email to the Condominium Board of Directors. The Landlord testified that he advised the Tenant there was nothing he could action in respect of this problem as it was the condominium's domain. The Tenant's correspondence is directed to the condominium and the Landlord's Agent letter dated November 3, 2023, support that the Tenant was aware any complaints about the building's soundproofing were the condominium's responsibility. Although the Tenant included screenshots of decibel/noise levels there are no details; the readings are not dated or explained, and there was no evidence/testimony as to what an acceptable or unacceptable level is. Therefore, this issue is also dismissed.

Analysis T2 application

24. The applicable sections in the Act are:

- Section 22: 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.
- Section 23: A landlord shall not harass, obstruct, coerce, threaten, or interfere with a tenant.

25. Black's Law Dictionary defines harassment as "*a course of conduct directed at a specific person that causes substantial emotional distress in such person and serves no legitimate purpose*". Harassment in the landlord and tenant context is normally considered to be a course of conduct toward a party that a reasonable person would consider unwelcome and inappropriate.

26. The allegations of harassment are with respect to the communication/meeting with the Landlord's Agent on August 21st, there was nominal testimony given and the supporting document the Tenant referenced indicated the incident occurred in 2025, well after the tenancy ended. Therefore, this issue is dismissed.

27. As to the allegation of substantial interference, the Tenant reported constantly smelling cannabis in his rental unit to the Landlord on January 23, 2024; although the Tenant testified to following up with the Landlord and/or Landlord's Agent about the problem not being addressed, the Landlord testified he asked the condominium concierge to investigate and it was reported there was nothing out of the ordinary/no evidence of a persistent odour. Based on the lack of details/dates in the Tenant's testimony and the Landlord testimony that the condominium concierge reported that an existing problem was discovered, I find the Tenant did not prove on a balance of probabilities there was an evasive odour that affected his daily living. Although the result of the investigation may not have been relayed to the Tenant, this does not affect the fact that this issue must be dismissed due to the Tenant not meeting the evidentiary burden.

28. Although the maintenance application has been dismissed, the T2 application element of substantial interference remains; issue of the Tenant having to be involved, follow-up, and/or pay for some things out-of-pocket. There is no dispute that the Tenant facilitated/assisted in some repairs and was reimbursed for those his incurred expenses. The Landlord testified he believed they had a collaborative working arrangement to get things addressed; I accept the Landlord's testimony. The Landlord's interpretation of the Tenant's assistance is supported by the Tenant's letter about the noise where he says, "I am willing to collaborate and cooperate in any way possible". Apart from refusing to remove the dishwasher himself, there is no evidence that the Tenant raised what he felt as his 'having to handle issues' as a problem or concern with the Landlord. I find it reasonable for the Landlord to believe the Tenant was willingly helping to facilitate things. There was no evidence the Tenant was 'forced' to take the actions he did; it is more akin to him being asked to assist.

29. Therefore, based on the above, I find that the Landlord did not harass, obstruct, coerce, threaten or interfere with the Tenant. The Act does not provide a definition of harassment.

The *Ontario Human Rights Code*, R.S.O. 1990, c. H.19, defines harassment as “engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome”.

30. Also based on the above, I find that the Landlord did not substantially interfere with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
31. Accordingly, the T2 application is dismissed.
32. In respect of the Tenant’s request that the Landlord be fined, the T6 and T2 applications are dismissed no remedy shall be granted. As to a fine in relation to the T1 application, I accept that the Landlord now fully understands the law in this area and accept his remorse; I do not consider a fine to be necessary under the circumstances.
33. As the Tenant was partially successful, he is entitled to return of the application filing fee.

It is ordered that:

1. The Tenant’s T6 and T2 applications are dismissed.
2. In respect of the T1 application, the Landlord shall pay the Tenant a total of \$4851.07 for interest on the deposit, comprised of:
 - \$4,700.00 for the last month's rent deposit.
 - \$451.07 for interest on the last month's rent deposit.
3. The Landlord shall also pay the Tenant \$48.00 for the cost of filing the application.
4. The full amount the Landlord owes to the Tenant is: \$5,199.07
5. The Landlord shall pay the Tenant the full amount owing in paragraph 6 by May 17, 2026.
6. If the Landlord does not pay the Tenant the full amount owing by May 17, 2026, the Landlord will owe interest. This will be simple interest calculated from May 18, 2026 at 4.00% annually on the balance outstanding.
7. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 6, 2026
Date Issued

Diane Wade
Member, 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.