



**Order under Section 30
Residential Tenancies Act, 2006**

File Number: LTB-T-043382-25

In the matter of: 3330 SUNLIGHT ST
MISSISSAUGA ON L5M0G8

Between: Sahib Khan Shahani Tenants
Fahmida Shahani

And

Zuhair Naqvi Landlord

Sahib Khan Shahani and Fahmida Shahani (the 'Tenants') applied for an order determining that Zuhair Naqvi (the 'Landlord') failed to meet the Landlord maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

Only the Tenants attended the hearing.

As of 12:27 PM 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. The Tenants application alleges that the Landlord failed to comply with section 20 of the *Residential Tenancies Act, 2006* (the "Act") by failing to maintain the rental unit in a good state of repair, fit for habitation, and compliant with health and safety standards.
2. As explained below, the Tenants proved on a balance of probabilities the following allegations contained in the application.
3. Therefore, the Landlord must pay the Tenants \$5,325.90.

Window

4. The Tenant, Sahib Khan Shahani, testified at the hearing. The Tenant testified that the windows in the rental unit could not be opened due to broken locks. The issue brought to the Landlord's attention by email on September 1, 2024.

5. The Tenant testified that the windows in the rental unit could not be opened due to broken locks. The Tenant brought this issue to the Landlord's attention by an e-mail September 1, 2024.
6. The Tenant further testified that the Landlord did not arrange for repairs until June 26, 2025. I accept the Tenant's evidence in this regard and find that a delay of approximately nine months after notice was unreasonable.
7. I accept the Tenant's evidence that the lack of ventilation caused discomfort, particularly during warmer months, and negatively impacted the Tenant's use and enjoyment of the rental unit.
8. I find that the Landlord's failure to repair the windows within a reasonable time constitutes a breach of section 20 of the Act.

Insulation

9. The Tenant testified that one bedroom in the rental unit was inadequately insulated, resulting in persistently cold temperatures during winter months.
10. I accept the Tenant's evidence that the room remained significantly colder than the rest of the unit and required the use of additional heating, resulting in increased utility costs.
11. I find that the Landlord's failure to address the insulation issue constitutes a breach of section 20 of the Act.

Electrical Outlets, Carpet, and Smoke Detector

12. The Tenant testified that the bathroom electrical outlets have not functioned since the commencement of the tenancy and remain unrepaired despite repeated notice.
13. The Tenant also testified that a smoke detector on the upper level was not functioning. Although the battery was replaced, the detector remained inoperative and was not replaced by the Landlord.
14. I accept the Tenant's uncontested evidence and find that the Landlord failed to address these issues within a reasonable time after receiving notice on September 1, 2024. I therefore find the Landlord is in breach of section 20 of the Act with respect to the electrical outlets and smoke detector.
15. The Tenant further testified that the carpeting in the unit was worn and damaged, including burn marks and matting, and that the Landlord refused to replace it.
16. While cosmetic issues do not constitute a breach, I accept that the condition of the carpet, particularly where it contributes to dust accumulation and allergy concerns, detracts from the Tenant's reasonable enjoyment of the rental unit. Accordingly, I find the Landlord is in breach of section 20 of the Act with respect to the condition of the carpet.

Remedy

17. Section 30(1) of the Act authorizes the Board to order an abatement of rent where a landlord has breached its maintenance obligations. The purpose of a rent abatement is to compensate the tenant for the loss of use and enjoyment of the rental unit.
18. With respect to the window issue, I find that a 4% abatement of the monthly rent is appropriate for the period from September 1, 2024, when notice was provided, to June 26, 2025, when the issue was resolved. I find this amount reflects the impact on ventilation and comfort to the Tenants. Therefore, the Landlord shall pay the Tenant \$1,320.00
19. With respect to the insulation issue, I find that a 4% rent abatement is appropriate for the period from September 1, 2024, to April 30, 2026. I accept the Tenant's evidence that this issue was ongoing and never remedied. The Tenant testified they intend to vacate the rental unit on April 30, 2026, and I find no ongoing remedy is appropriate beyond that date. Accordingly, the Landlord shall pay the Tenant \$2,670.60.
20. With respect to the electrical outlets, carpet condition, and smoke detector, I find that a 2% rent abatement is appropriate for the period from September 1, 2024, to April 30, 2026. Although the impact of these issues is relatively minor, I find their cumulative impact, together with the Landlord's failure to address them, resulted in a meaningful reduction in the Tenants' use and enjoyment of the rental unit. Accordingly, the Landlord shall pay the Tenant \$1,335.30.
21. The cost of filing the application was waived by the Board. Therefore, the Tenant is not entitled to be reimbursed that cost.

It is ordered that:

1. The Landlord shall pay the Tenants \$5,325.90 This amount represents:
 - \$5,325.90 for a rent abatement for the period ending April 30, 2026.
2. The Landlord shall pay the Tenant the full amount owing by May 15, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 15, 2026, the Landlord will owe interest. This will be simple interest calculated from May 16, 2026 at 4.00% annually on the balance outstanding.

May 4, 2026
Date Issued

Bryan Delorenzi
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.