



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-105911-25

In the matter of: 47 WOODROOF CRES
AURORA ON L4G7H4

Between: Shahram Mashayekhi Tenant
Lida Amirisamani

And

Woojung Yeo Landlord

Shahram Mashayekhi and Lida Amirisamani (the 'Tenant') applied for an order determining that Woojung Yeo (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 1, 2026.

The Landlord and the both named Tenants and an interpreter for the Tenants Parsa Mashayekhi attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Landlord did not collect a charge which is not allowed by the Residential Tenancies Act, 2006 (the 'Act').
3. The Tenant Lida Amirisamani testified that the Tenant's moved into the rental unit on August 25, 202 and vacated October 24, 2025. She testified that at the time the lease agreement was signed the Tenant's clearly refused to pay for any water heater rental charges, and indicated that while there is a box for hot water heater rental on the lease agreement it is not checked.
4. In spite of this there was a charge for hot water heater rental on the Enbridge Gas bill which the Tenant's paid throughout the tenancy, and which gradually increased from

\$35.54 per month to \$42.91. The Tenant indicated that this was part of the Enbridge Bill and was paid to Enercare.

5. She testified that they informed the Landlord of this several times and the Landlord indicated that he did not know about it.
6. The Tenant Shahram Mashayekhi testified that they never agreed to pay the charge and did not know what they were paying.
7. Under the terms of the lease agreement the Tenant's are responsible for paying for gas, which is provided by Enbridge, and the bill was in their name during the tenancy.
8. The Landlord testified that the Tenant's never paid any funds directly to him for the hot water heater rental. He testified that after the Tenant's vacated, he was contacted by Enercare and Enbridge to take over the hot water heater rental. He testified that he was unaware that there was a rented hot water heater in the unit and has made more than 3 requests for the contract for the rental, but they have not been able to provide it to him.
9. Section 135(1) of the Act states:

135 (1) A tenant or former tenant of a rental unit may apply to the Board for an order that the landlord, superintendent or agent of the landlord pay to the tenant any money the person collected or retained in contravention of this Act or the *Tenant Protection Act, 1997*. 2006, c. 17, s. 135 (1).

10. While I am prepared to accept that the lease agreement does not require the Tenant's to pay for hot water heater rental, I also accept that the Landlord was unaware that there was a hot water heater rental contract associated with the property and has taken steps to secure a copy of this contract without success.
11. The Tenant alleges that they have paid an illegal charge to Enercare via Enbridge gas, they have not paid these funds to the Landlord, superintendent or agent of the landlord. Therefore, I am not satisfied that I have the authority to order the Landlord to reimburse the Tenant's for the alleged illegal charge.

It is ordered that:

1. The Tenant's Application is dismissed.

May 4, 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.