



Order under Section 31 Residential Tenancies Act, 2006

Citation: LAMIDI v RATHNASINGAM, 2026 ONLTB 37699

Date: 2026-05-15

File Number: LTB-T-022510-25

In the matter of: 102 BILLINGSLEY CRES
MARKHAM ON L3S4P5

Between: LATEEF OLAJIDE LAMIDI Tenant
DAMILOLA MERCY AKINYANDENU
RAHMAN DEMILADE-SMITH LAMIDI

And

YASOTHARAN RATHNASINGAM Landlord

LATEEF OLAJIDE LAMIDI, DAMILOLA MERCY AKINYANDENU and RAHMAN DEMILADE-SMITH LAMIDI (the 'Tenant') applied for an order determining that YASOTHARAN RATHNASINGAM (the 'Landlord') substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household, harassed, obstructed, coerced, threatened or interfered with the Tenant, and gave a notice of termination in bad faith.

This application was heard by videoconference on May 7, 2026.

The Tenants Lateef Lamidi and Damilola Akinyandenu and the Landlord attended the hearing.

Reasons:

Compensation for damaged belongings

1. The only remedy claimed in the Tenants' applications is \$3,000.00 in repair or replacement costs for a TV, a couch, and a rug. The applications allege that a flood occurred in the unit on February 23, 2025 which damaged the items.
2. The applications do not identify any contravention of the *Residential Tenancies Act, 2006* (RTA) by the Landlord which caused or contributed to the flood.
3. At the hearing, I asked the Tenants to explain why the Landlord should pay for their damaged belongings. They stated that the Landlord had told them that she would file an insurance claim respecting the flood, and that if her insurance company compensated her

for the damage to the Tenants' belongings, she would reimburse them. The Tenants were not able to identify any way in which the Landlord had contravened the RTA.

4. It does not matter whether the Landlord agreed to ask her insurance company to pay for the damage to the Tenants' property. Absent any contravention of the RTA which resulted in the damage, I have no authority to order the Landlord to pay for the damage.

Return of rent deposit

5. Although not claimed as a remedy in their applications, at the hearing the Tenants asked that the Landlord return their rent deposit to them. They say that the Landlord told them to move out after the flood, but did not return their deposit.
6. A claim that a landlord has collected or retained money illegally is brought by way of a T1 application. The applications before me are not T1 applications. An Adjudicative Case Conference was held on August 18, 2025, in which a Member pointed out to the Tenants that they may have filed the wrong application. They have had more than nine months since then to amend their applications or file a new one, but have not done so.
7. The applications before me are a T2 for substantial interference with reasonable enjoyment and harassment, and a T5 for giving a notice of termination in bad faith. Return of the rent deposit is not available as a remedy for either application.

Result

8. There is no basis on which I could award either the remedy claimed in the applications, or the additional remedy claimed at the hearing. The applications will be dismissed.

It is ordered that:

1. The Tenants' applications are dismissed.

May 15, 2026

Date Issued

Dale Whitmore

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.

