



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

File Number: LTB-T-011692-22
LTB-T-050940-22
LTB-T-051413-23

In the matter of: 303 KENWOOD AVE
KESWICK ON L4P2X6

Between: Marc William Maunder Tenant
Caroline Catherine Maunder

And

Nasi Vaghef Landlord
Sedegheh Farokhnaz Ansari Vaghef

Marc William Maunder and Caroline Catherine Maunder (the 'Tenant') applied for an order determining that Nasi Vaghef and Sedegheh Farokhnaz Ansari Vaghef (the 'Landlord'):

- harassed, obstructed, coerced, threatened or interfered with the Tenant. (T2 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)

This combined T2/T6 application was heard by videoconference on April 14, 2025, January 19, 2026 and March 9, 2026.

The Landlord's agent, Nasi Vaghef, and Landlord's representative, Oleksandr Pichugin, and the Tenants and their representative, Alison Rioux, attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$\$5,555.66 on or before May 26, 2026.

T2 Application - Harassment

2. The Tenant testified that the Landlord demanded that the Tenant pay more rent starting on November 1, 2021. The Tenant testified that they refused to pay the rent increase

and in retaliation the Landlord refused to deposit her rent payments and refused to do repairs.

3. The Tenant testified that on November 1, 2021, the Landlord called her and asked her to pay an increase of \$300.00. The Landlord told the Tenant that if the Tenant was unable to pay the increased rent, the Landlord may have to sell the property. The Landlord followed up again on January 4, 6 and 10, 2022 asking the Tenant how much they would like to increase their rent by.
4. On January 10, 2022, the Tenant's legal representative sent a letter to the Landlord advising them of their obligation to adhere to requirements of the Act regarding rent increases, including the limit imposed by the rent increase guideline. However, the Landlord continued to refuse accepting the Tenant's rent payments and as such the Tenant's legal representative sent another email on February 4, 2022, indicating that the Landlord's failure to accept rent payments and their failure to repair the washing machine may lead to the Tenant commencing a legal proceeding against the Landlord.
5. The Landlord does not dispute that she requested a rent increase in 2021.
6. On the basis of the evidence provided, and after reviewing in detail the parties' correspondence from November 1, 2021, and January 4 to 10, 2022, I find that the Landlord's correspondence did not harass the Tenant. I accept that the Landlord's correspondence on November 1, 2021, requested an illegal rent increase. However, I do not find that Landlord's communication on those dates constituted a form of harassment, obstruction, coercion, threats or interference with a tenant under section 23 of the Act. There was no corroborative evidence was led by the Tenant about the Landlord forcing the Tenant to pay the rent increase. Accordingly, I find that the Landlord did not breach his responsibilities pursuant to section. 23 of the Act.

T6 application

Washing Machine

7. The Tenant testified that she emailed the Landlord on January 10, 2022, to notify the Landlord that the washing machine's drum that spins was broken and the Tenant was unable to use it. The Tenant offered to bring in a technician to repair the washing machine, but the Landlord did not respond. The Tenant continued to follow up. The Landlord ordered a new washing machine, but it was the incorrect size, and the technician was unable to install it. Eventually the Landlord ordered the correct size, and it was delivered but it was not installed until February 7, 2023. The Tenant followed up with the Landlord and the issue was resolved on February 7, 2023.
8. The Landlord testified that she did not have anyone who could attend the unit to take measurements and as such she relied on the Tenant to give her the measurements. However, the measurements were not accurate, and she ordered the incorrect washing machine. She also provided that she was required to contact a plumber to unhook the previous washing machine to install the new one and also to remove the bathroom door to deliver the machines. She also directed the Tenant on November 15, 2022, to contact a plumber but the Tenant requested a list of approved plumbers first. The Landlord then

had her friend who is builder arrive on December 2, 2022, to unplug the washer and dryer. The company delivered the wrong washer and dryer to the Tenant, and the replacement was back ordered and there was a delay from the manufacture and correct washer, and dryer was installed on February 3, 2023 but the machine did not work until February 7, 2023 after a repair was done.

9. The Landlord has the right to explore all the options available to them and take whatever action they choose afterward. However, they also have the obligation to maintain the rental unit in a good state of repair and that includes any appliances that come with the unit. The washing machine was in disrepair as of January 10, 2022, and it was not replaced until February 7, 2023. Based on the evidence before me, I find that the Landlord failed to maintain the rental unit, and specifically the washing machine, in a good state of repair. I say this because the Landlord does not have a reasonable explanation as to why it took a year to replace the washing machine and to actually have the machine replaced.
10. The Landlord provided some evidence at the hearing that the Tenant caused some of the delay in attending to the repair or replacement of the washing machine; however, it is apparent from the Landlords' own evidence that the Tenant's actions are not the cause of this delay. There was an incident in which a person who was supposed to take the washing machine to have it inspected expected the Tenant to move it from the unit on the 26th floor to the main floor. It was reasonable for the Tenant not to have done this.
11. Regardless of what the Tenant said to the Landlord in any of her e-mails, the Landlord always had the option to give the Tenant 24 hours' written notice that they or their agent would enter the unit, then enter the unit and have the space measured and the washing machine inspected then repaired or replaced.
12. It was unreasonable to continue not to address the problem with the washing machine from January 10, 2022, onward. I therefore find that the Landlord has breached their obligation under s.20 of the Act with respect to the washing machine. The Tenant also alleged harassment with respect to the Landlord not replacing the washer in a timely manner and stated that the Landlord leaving the incorrect laundry machines and dryer in the unit was a form of harassment. I do find that the Landlord was negligent, and it was unfortunate but not something the Landlord did knowing it would make life miserable for the Tenant. As such, I do not find that Landlord being negligent in not collecting the washer and dryer in a timely manner is a form of harassment, obstruction, coercion, threats or interference with a tenant under section 23 of the Act. Accordingly, I find that the Landlord did not breach his responsibilities pursuant to section. 23 of the Act.
13. Given all of the evidence before me including the nature of the disrepair, the lack of steps taken by the Landlord and I find the lack of a functioning washer and dryer during the period of January 2022 to February 2023 caused disruption to the Tenants' ability to normally reside in the unit. I find it more likely than not that during the relevant period the Tenant was unable to use the washing machine. As a result, I find that reasonable abatement of rent would be 4% for the period January 10, 2022, to February 7, 2023. I calculate the abatement as follows:

- $4\% \times (\$2,200/\text{month} \times 12 \text{ months} \div 365 \text{ days/year}) \times 393 \text{ days} = \$1,136.87$

- For a total of \$1,136.87

Broken Door handle

14. The Tenant testified they told the Landlord on June 28, 2022, about the broken back door handle. The Tenant provides that the Landlord did not respond to her emails nor attend the unit to investigate the issue. The parties do not dispute that the issue was resolved on December 2, 2022.
15. The Tenant testified that this was a fire hazard as she could not use the back door as an exit if they needed to.
16. The Landlord did not dispute the Tenant's evidence about this issue.
17. Based on the evidence before me, I find that the Landlord failed to maintain the rental unit, and specifically the electrical outlets in the kitchen, in a good state of repair. I say this because the Landlord does not have a reasonable explanation as to why it took 5 months to repair the electrical issues in the kitchen.
18. Given all of the evidence before me including the nature of the disrepair, the lack of steps taken by the Landlord and impact on the Tenant. I find that during the relevant period the Tenant was unable to use back door. As a result, I find that reasonable abatement of rent would be 2% for the period June 28, 2022, to December 2, 2022. I calculate the abatement as follows:
 - $2\% \times (\$2,200.00/\text{month} \times 12 \text{ months} \div 365 \text{ days/year}) \times 157 \text{ days} = \227.08
 - For a total of \$227.08

Electrical issues in the kitchen

19. The Tenant testified that the outlets in the kitchen are not working, and they have to use an extension cord from the living room to keep the fridge and freezer running. She testified that she told the Landlord of this issue on June 28, 2022, and it was ultimately repaired on December 2, 2022. The Tenant also testified that she had to have her toaster plugged in the living room. She testified at the time; she had an 18-month-old and 3-and-a-half-year-old who was walking around it and was a tripping hazard. The parties do not dispute that the issue was resolved on December 2, 2022.
20. The Landlord's witness Masoud Safdarzadeh ('MS') testified that he is a builder by profession, and it was not always feasible for him to attend the unit at the request of Ms. Vaghef. However, he arranged for an electrician to attend on July 5 and 30, 2022 and it was ultimately repaired on December 2, 2022. MS alluded to issues with the Tenant being unavailable to schedule the work but provided no details with respect to why the Landlord could not provide 24 hours notice to enter the unit and have the electrical issues fixed.
21. Based on the evidence before me, I find that the Landlord failed to maintain the rental unit, and specifically the electrical outlets in the kitchen, in a good state of repair. I say

this because the Landlord does not have a reasonable explanation as to why it took 5 months repair the electrical issues in the kitchen.

22. Given all of the evidence before me including the nature of the disrepair, the lack of steps taken by the Landlord and impact on the Tenant. I find that during the relevant period the Tenant was unable to use outlets in the kitchen. As a result, I find that reasonable abatement of rent would be 2% for the period June 28, 2022, to December 2, 2022. I calculate the abatement as follows:

- $2\% \times (\$2,200.00/\text{month} \times 12 \text{ months} \div 365 \text{ days/year}) \times 157 \text{ days} = \227.08
- For a total of \$227.08

Upstairs shower water pressure

23. The Tenant testified that the shower pressure in the upstairs washroom was less than 50% and it was difficult to take a shower. The Tenant informed the Landlord on August 5, 2022. The parties do not dispute that the issue was resolved on December 2, 2022.
24. The Tenant testified that although there was another shower downstairs, the shower upstairs was more spacious and contained a bathtub making it easier for her to bathe her children. She testified that the water pressure was not good enough for her to use to take a shower in the upstairs bathroom.
25. MS testified that he does not remember anything about the water pressure issue. The Landlord did not dispute the Tenant's evidence about this issue.
26. Based on the evidence before me, I find that the Landlord failed to maintain the rental unit, and specifically the water pressure in the upstairs bathroom shower, in a good state of repair. I say this because the Landlord does not have a reasonable explanation as to why it took 4 months repair the shower in the upstairs bathroom.
27. Given all of the evidence before me including the nature of the disrepair, the lack of steps taken by the Landlord and impact on the Tenant. I can only conclude that during the relevant period the Tenant was unable to use upstairs bathroom shower. As a result, I find that reasonable abatement of rent would be 4% for the period August 5, 2022, to December 2, 2022. I calculate the abatement as follows:

- $4\% \times (\$2,200.00/\text{month} \times 12 \text{ months} \div 365 \text{ days/year}) \times 119 \text{ days} = \344.24
- For a total of \$344.24

Microwave

28. The Tenant testified that the microwave stopped working and the Tenant informed the Landlord on August 12, 2022. The parties do not dispute that the issue was resolved on December 2, 2022.
29. The Tenant testified that she was unable to warm up food.

30. The Landlord testified that they notified the Tenant on November 29, 2022, that her friend Mr. Masoud will come there to fix the kitchen, unplug the washer and dryer and bring a new microwave on December 2, 2022.
31. Based on the evidence before me, I find that the Landlord failed to maintain the rental unit, and specifically the microwave, in a good state of repair. I say this because the Landlord does not have a reasonable explanation as to why it took 4 months to replace the microwave.
32. Given all of the evidence before me including the nature of the disrepair, the lack of steps taken by the Landlord and impact on the Tenant. I find that during the relevant period the Tenant was unable to use the microwave. As a result, I find that reasonable abatement of rent would be 2% for the period August 12, 2022, to December 2, 2022. I calculate the abatement as follows:
- $2\% \times (\$2,200.00/\text{month} \times 12 \text{ months} \div 365 \text{ days/year}) \times 112 \text{ days} = \161.99
 - For a total of \$161.99

Leaking range hood

33. The Tenant testified that the range hood was leaking, and she told the Landlord on March 24, 2022. This issue was not resolved until the Tenant moved out on July 31, 2023.
34. The Tenant testified that she was unable to use the stove without adequate venting while she is cooking and also because the range hood would leak if they turned it on.
35. The Landlord did not challenge this evidence.
36. On the basis of the evidence, I find that the Landlord did breach his maintenance responsibilities pursuant to s. 20(1) of the Act regarding the range hood exhaust. I find that it is reasonable to expect that this repair could have been completed sooner.
37. Given all of the evidence before me including the nature of the disrepair, the lack of steps taken by the Landlord and impact on the Tenant. I can only conclude that during the relevant period the Tenant was unable to use the vent. As a result, I find that reasonable abatement of rent would be 2% for the period March 24, 2022, to July 31, 2022. I calculate the abatement as follows:
- $2\% \times (\$2,200.00/\text{month} \times 12 \text{ months} \div 365 \text{ days/year}) \times 494 \text{ days} = \714.52
 - For a total of \$714.52

Bedroom windows were not closing

38. The Tenant testified that the bedroom windows were not closing properly, and she told the Landlord on December 4, 2022. This issue was not resolved until the Tenant moved out on July 31, 2023.
39. The Tenants testified that the impact of the faulty window in their bedroom is that it can no longer be opened to allow for fresh air to circulate.

40. The Landlord did not challenge this evidence.
41. On the basis of the evidence, I find that the Landlord did breach his maintenance responsibilities pursuant to s. 20(1) of the Act regarding the bedroom windows not closing. I find it reasonable to expect that this repair could have been completed sooner.
42. Given all of the evidence before me including the nature of the disrepair, the lack of steps taken by the Landlord and impact on the Tenant. I can only conclude that during the relevant period the Tenant was unable close the bedroom windows properly. As a result, I find that reasonable abatement of rent would be 5% for the period August 5, 2022, to July 31, 2023. I calculate the abatement as follows:
- $5\% \times (\$2,200.00/\text{month} \times 12 \text{ months} \div 365 \text{ days/year}) \times 360 \text{ days} = \$1,301.76$
 - For a total of \$1,301.76

Dishwasher not working

43. The Tenant testified that the dishwasher was not working, and she told the Landlord on February 7, 2023, and it was repaired on July 5, 2023.
44. The Tenant testified that the dishwasher when used would vibrate and shake. As such, she was unable to use for the above noted period of time. She testified that this was inconvenient since she often had a lot of dishes to do especially with kids.
45. The Landlord's agent, Nasi Vaghef ('NV'), testified that it was difficult to schedule the plumber to attend with the Tenant's availability and the plumber was only available on the weekends. NV testified that she ultimately arranged for the plumber to attend on June 30, 2023, to install the new dishwasher, with Mr. Masoud and it was re-scheduled to July 5, 2023.
46. On the basis of the evidence, I find that the Landlord did breach his maintenance responsibilities pursuant to s. 20(1) of the Act regarding the dishwasher. I accept that this could have been completed sooner. I say this because there is no dispute that the Landlord's ability to respond is complicated by having agreed to work with the Tenant's availability. However, I also accept that the Landlord does have access to the unit otherwise, because they do have a key for the unit. A landlord has a right of entry for maintenance, so long as notice is given in accordance with the Act.
47. Given all of the evidence before me including the nature of the disrepair, the lack of steps taken by the Landlord and impact on the Tenant. I find that during the relevant period the Tenant was unable to use the dishwasher. As a result, I find that reasonable abatement of rent would be 5% for the period February 7, 2023, to July 5, 2023. I calculate the abatement as follows:
- $5\% \times (\$2,200.00/\text{month} \times 12 \text{ months} \div 365 \text{ days/year}) \times 148 \text{ days} = \535.16
 - For a total of \$535.16

Kitchen sink not draining

48. The kitchen sink was not draining and told the Landlord on February 7, 2023, and it was repaired on July 5, 2023.
49. Similarly, the Tenant testified using the sink was difficult and inconvenient since it was hard to wash a lot of items given the sink was not draining properly.
50. Similar to the dishwasher, the Landlord's agent, Nasi Vaghef ('NV'), testified that it was difficult to schedule the plumber to attend with the Tenant's availability and the plumber was only available on the weekends. NV testified that she ultimately arranged for the plumber to attend on June 30, 2023, with Mr. Masoud and it was re-scheduled to July 5, 2023.
51. On the basis of the evidence, I find that the Landlord did breach his maintenance responsibilities pursuant to s. 20(1) of the Act regarding the dishwasher. I accept that this could have been completed sooner. I say this because there is no dispute that the Landlord's ability to respond is complicated by having agreed to work with the Tenant's availability. However, I also accept that the Landlord does have access to the unit otherwise, because they do have a key for the unit. A landlord has a right of entry for maintenance, so long as notice is given in accordance with the Act
52. Given all of the evidence before me including the nature of the disrepair, the lack of steps taken by the Landlord and impact on the Tenant. I find that during the relevant period the Tenant was having difficulties using the kitchen sink. As a result, I find that reasonable abatement of rent would be 5% for the period February 7, 2023, to July 5, 2023. I calculate the abatement as follows:
- $5\% \times (\$2,200.00/\text{month} \times 12 \text{ months} \div 365 \text{ days/year}) \times 148 \text{ days} = \535.16
 - For a total of \$535.16

The pipe burst in driveway

53. The Tenant testified that on March 21, 2023, the pipe in the driveway had risen up so high that it hit the underneath of their cars. She testified she told the Landlord by email on March 23, 2023. She provided pictures in evidence. It was repaired on May 25, 2023.
54. The Tenant testified that they were unable to use part of their driveway, and it was inconvenient for them.
55. NV testified that on March 23, 2023, she advised the Tenant to call the city because her friend Mr. Masoud said the pipe burst and since the water was frozen it caused the pipe to lift. NV testified that she relied on the city to repair the issue.
56. On the basis of the evidence, I find that the Landlord did breach his maintenance responsibilities pursuant to s. 20(1) of the Act regarding the pipe in the driveway. I accept that this could have been completed sooner. The Landlord ought to have explored other means of addressing to repair the driveway or potentially explore a temporary solution that enables the Tenant to use the driveway. I find it unreasonable that the Landlord left it to the Tenant to address this issue with the city.

57. Given all of the evidence before me including the nature of the disrepair, the lack of steps taken by the Landlord and impact on the Tenant. I can only conclude that during the relevant period the Tenant was having difficulties using the driveway. As a result, I find that reasonable abatement of rent would be 5% for the period March 23, 2023, to May 25, 2023. I calculate the abatement as follows:

- $5\% \times (\$2,200.00/\text{month} \times 12 \text{ months} \div 365 \text{ days/year}) \times 63 \text{ days} = \227.80
- For a total of \$227.80

Fridge stopped working

58. The Tenant testified on May 18, 2023, the fridge stopped working as the temperature dropped and it was repaired on May 28, 2023. The Tenant testified that she was unable to use the fridge for ten days.

59. The Landlord did not dispute this evidence.

60. On the basis of the Tenants' uncontested evidence, I find that the Landlord did not breach his maintenance responsibilities pursuant to s. 20(1) of the Act regarding the fridge. I accept that securing materials and contractors for repair work takes time. I am satisfied that the Landlord requiring 10 days to complete the repair is reasonable. Accordingly, this claim is dismissed.

Costs

61. The Tenant's representative submitted this matter was initially before the Board on October 15, 2024. The Landlord's representative requested an adjournment that day because he was unaware of the other files that were combined. However, the Tenant's representative submits that the last page of the evidence package referenced the three applications before the Board. The second hearing on January 19, 2026, was adjourned because the Landlord was ill, and I directed the Landlord to provide a copy of the doctor's note. However, at the next hearing the Landlord failed to do so. On the final hearing date of March 9, 2026, the Landlord's representative attended the hearing an hour and a half late and he explained he was late due to traffic issues.

62. The Tenant's representative requested that the Landlord's representative be ordered to pay costs for the unreasonable delays in this proceeding.

63. Interpretive Guideline 3 sets out the Board's position on when it may be appropriate to order costs:

A Member has the discretion to require a party, a party's agent or a party's legal representative to pay, as costs, any representation or preparation expenses of another party where the conduct of the party, a party's agent or a party's legal representative was unreasonable. Conduct is unreasonable if it causes undue expense or delay...

64. I cannot make a finding with respect to the hearing on October 15, 2024, as I was not the presiding member and I cannot ascertain whether an adjournment of that hearing was necessary to ensure that the Landlord knew the case to be met.

65. With respect to the hearings on January 19, 2026, there will be no order for costs in this application. The main factor to be decided when awarding costs is whether a party's conduct was unreasonable in the circumstances. Conduct may be found to be unreasonable when it results in undue delay or expense to the other party. Given the circumstances, it was not unreasonable for the Landlord to wait until the day of the hearing to request the adjournment, as it was clear they emailed the Tenant's representative on January 16, 2026, informing them that the Landlord was ill.
66. Further, I have considered whether the Tenants have incurred undue expense by preparing for the hearing. The hearing was re-scheduled shortly after. Any preparation undertaken for the hearing will not be wasted; it was applied to the next proceeding.
67. As I am not satisfied that the Landlord's conduct in waiting until the hearing to request the adjournment was unreasonable, there will be no order as to costs.
68. Finally, I do not find that costs are appropriate in relation to the hearing on March 9, 2026, as despite the Landlord's representative being late, the hearing was ultimately concluded, and it was not necessary to adjourn for additional time.
69. In conclusion, the Tenant's request for costs is denied.

It is ordered that:

1. The Landlord shall pay the Tenant is \$5,555.66. This amount represents:
 - \$5,411.66 for a rent abatement for the period ending date of July 31, 2023.
 - \$144.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 26, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 26, 2026, the Landlord will owe interest. This will be simple interest calculated from May 27, 2026, at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 15, 2026
Date Issued

Vinuri Sivalingam
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