



Order under Section 30 and 31 Residential Tenancies Act, 2006

File Number: LTB-T-061207-24

In the matter of: 15 Elmsdale dr
Kitchener ON N2E1H7

Between: Ahmed Rahmoun Tenant
Khansaa Rahmoun

And

Elizabeth Abadiga Landlord
Eyasu Zeweldi

Ahmed Rahmoun and Khansaa Rahmoun (the 'Tenant') applied for an order determining that Elizabeth Abadiga and Eyasu Zeweldi (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.
- 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.

This application was heard by videoconference on March 23, 2026.

The Tenant Ahmed Rahmoun, the Landlord, and the Landlord's Legal Representative Timothy Ellis attended the hearing. The Tenant was assisted by the Arabic Interpreter Hala Nassar.

Procedural History:

1. This application was adjourned from an Adjudicative Case Conference from June 16, 2025.
2. The Board issued an interim order on June 19, 2025, with specific directions.

Preliminary Issue on the T2 application:

1. The Landlord's Legal Representative Mr. Ellis submitted that the T2 application be dismissed pursuant to section 29(2) of the 'Act', which states:

Time limitation

(2) No application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred. 2006, c. 17, s. 29 (2).

2. He asked the Board to consider reviewing reason #1 in the Tenant's T2 application stating the dates of the alleged event February 8, 2023, February 16, 2023, and September 6, 2023.
3. Mr. Ellis then wished the Board to review the date the application was filed, which was October 6, 2024. Lastly, that would put the application out of time in accordance to section 29(2) of the 'Act'.
4. The Tenant stated that he was unfamiliar with the T2 and T6 applications and that he previously retained a representative to assist him. He claims that he did not the limitation time period and relied on his representative to assist him to prepare these applications.
5. I agree with Mr. Ellis as the application was filed on October 6, 2024, it falls outside the one-year limitation period for all three allegations. The events from February 2023 were files approximately 20 months after the fact. And the events from September 6, 2023, were filed exactly one month and one day passed the deadline of September 6, 2024.
6. Consequently, the Tenant's T2 application is "out of time" and must be dismissed.
7. The Tenant's T6 application proceeded to a merits hearing.

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. Agreed facts. The parties agreed that the tenancy began on November 15, 2021. They also agree that the Tenant vacated the rental unit on or about October 12, 2024.

Door Handle

3. The Tenant testified that the front door handle was broken for approximately six months. He stated that he and his children could not properly open or close the door without using pliers or tools.
4. He claims at time that his children would become trapped because they could not open the door. Mr. Rahmoun stated he regularly had to assist his children in opening and closing the door, again by using pliers or other tools.
5. He stated the issues with the door began on February 6, 2023, and continued through September 6, 2023. The Tenant claimed to have notified the Landlord of these issues by sending photographs through WhatsApp because of his language barriers. HE did confirm that the WhatsApp messages were not uploaded into evidence.

Damaged Property

6. The Tenant referred to photographs showing flooding, wet floors, damaged clothing, and damaged household contents. He testified that many clothes belongings to him and his children became soaked and had to be discarded.
7. He referred to a television valued at approximately \$1,200 that had been moved to the basement and was later damaged by flooding and thrown away. He claimed that multiple personal belongings, boots, kitchen items, and household contents were lost.

Flooding

8. The Tenant testified that flooding began within the first three months after he moved into rental unit. He stated that when the flooding first occurred, he took photographs and immediately notified the Landlord. Approximately four days later they were sent someone to inspect the property. After inspection machine was brought into the unit and some remediation work was done. However, the Tenant testified that he still had to hire people himself and pay additional cleaning and drying charges.
9. Approximately four months last, the Tenant claimed that the same flooding problem occurred. The Tenant again photographed the flooding and notified the Landlord. On that occasion, the Landlord brought a machine from Canadian Tire and both parties participated in addressing the issue.
10. Approximately six months late, the flooding occurred again. The Tenant testified that the Landlord said he would notify the city. Municipal Officials attended, open the affected arears, and inspected the issue. The Tenant stated that he continued paying people out of his own pocket to clean and remediate the flooding. After this incident, the Tenant stated that the Landlord stopped responding entirely, when the flooding would reoccur. At that point, the Tenant stated he independently arranged for workers and cleanup.
11. Mr. Rahmoun showed the Board a photograph from his phone of flooding still occurring before he vacated on October 12, 2024. The date of the actual photograph was unknown.
12. During the hearing, the Tenant referred to leaking faucets, kitchen problems, and washing machine concerns. When I examined the application, these claims were either not clearly pleas or were not particularized in the T6 application. Therefore, I did not consider these issues where directly connected to the flooding allegations.
13. The Tenant's next witness was Ridvan Tricris. He testified that he was the Tenant's neighbour and had attended the unit several times to help with flooding.
14. He stated that water levels were sometimes approximately 10 to 15 centimetres deep, describing the water as dirty and unsanitary. Claiming that at times he could only assist the Tenant for 30 minutes before he needed to leave.
15. Mr. Tricris stated that he observed the Tenant cleaning the flooding repeatedly and even brought his own machine to assist with the cleanup. Additionally, he noted that the dirt and contamination were old and difficult to clear away.

16. Lastly, Mr. Tricris testified that he personally informed the Landlord about the ongoing flooding and that the Tenant was suffering, but the Landlord told him it was none of his business.
17. During cross examination by the Landlord's Legal Representative Mr. Ellis, Mr. Tricris testified that he could not recall the exact date of these events and confirmed he was not paid any money by the Tenant for his help.
18. Finally, the Tenant sought monetary order and orders requiring the Landlord to complete repairs and allow rent reductions going forward.

Landlord's Motion to Dismiss

19. After the Tenant completed his evidence, the Landlord's Legal Representative Mr. Ellis brought a motion to dismiss the T6 Application.

20. Mr. Ellis submitted the following:

- a. the primary flooding issues occurred in late 2022 and early 2023 and were outside the applicable limitation period.
- b. the Tenant failed to prove that any flooding or maintenance issue continued within the relevant period.
- c. there were no receipts, invoices, or other proof supporting claims for damaged property, food loss, labour, or repair expenses.
- d. the witness could not provide dates, amounts paid, or proof of payment; and
- e. the rent abatement sought was improperly framed as compensation for future increased rent rather than relief for an existing maintenance breach under a T6 application.

21. The Tenant opposed the motion and submitted that flooding began shortly after he moved into the unit and continued until he vacated. He argued that the issue was never properly resolved and remained ongoing throughout the tenancy.
22. He emphasized that he had shown live flooding conditions during attendance at a previous court proceeding. He maintained that he lived with these conditions from the beginning of the tenancy until the end. In other words, the Tenant lived in these conditions from November 2021 until he vacated in October 2024.

Analysis – T6 Application

23. I find that the photographs filed by the Tenant show flooding conditions, but most are undated and do not reliably establish when the events occurred. Much of the Tenant's own evidence placed the most significant flooding events, damage, and repair concerns in late 2022 and early 2023.

24. Although the Tenant repeatedly stated that flooding continued, there was insufficient evidence showing that the same unresolved condition persisted beyond that period in a way that would support an actionable claim within the limitation period.
25. The witness, Mr. Tricris who would have been well-positioned to confirm ongoing flooding, was unable to provide clear dates or specific evidence establishing that the problem remained unresolved beyond early 2023. The witness also did not establish that specific sums were paid by the Tenant for repairs or labour. Undermining the Tenants claim he paid workers from his own pocket.
26. General assertions that a problem continued are not sufficient without supporting evidence tying the issue to the relevant claim period. Therefore, I find the Tenant did not establish an ongoing maintenance breach.
27. The Tenant sought substantial compensation for damaged belongings, food loss, labour, and repair costs. However, no receipts, invoices, proof of payment, replacement records, photographs of damaged items tied to value, or reliable repair estimates were provided. Given the Tenant's testimony of the repeated nature of the alleged flooding and recurring repair work, some proof would reasonably be expected.
28. The Tenant claimed his son moved the receipts from upstairs to downstairs after the flood occurred and claims that most receipts are lost. While I accept that some receipts may have been lost, I find it difficult that someone would move important information for a dry area (upstairs) to a place where flooding occurred. Even if the claim is true, the Tenant's son did not testify at the hearing nor provide a declaration or affidavit to support he moved the receipts. Absent of that, I find that the Tenant's explanation for the missing documentation was not sufficiently persuasive to support the amounts claimed.
29. I cannot award any monetary compensation based solely on unsupported estimates or general assertions.
30. Lastly, as the tenancy ended on October 12, 2024, portions of the Tenant's claim was for future repairs, ongoing maintenance orders, and rent adjustments these are moot and cannot be granted.
31. Based on the reasons set out above, I find that the Tenant has not established, on a balance of probabilities, that the Landlord was in breach of their maintenance obligations during the relevant period. In particular, the Tenant has failed to provide sufficient, credible, and persuasive evidence demonstrating that any alleged deficiencies in maintenance persisted or remained unresolved while the Tenant continued to occupy the rental unit. The evidence presented does not support a finding of an ongoing or continuing breach by the Landlord during the tenancy.
32. Accordingly, the Landlord's motion to dismiss the T6 Application is granted, and the T6 application is dismissed.

It is ordered that:

1. The Tenant's T2 and T6 Applications are dismissed.

May 14, 2026
Date Issued

Anthony Bruno
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.