



AMENDED ORDER
Order under Section 87.1
Residential Tenancies Act, 2006
And section 21.1 of the Statutory Powers Procedure Act

File Number: LTB-L-079650-25-AM

In the matter of: 310 SAGINAW PKY
CAMBRIDGE ON N1T1R8

Between: Ashee Mahindru Landlord
Maninder Singh Mohindru

And

Michael Floras Tenant

Pursuant to a request filed by the Landlord on May 14, 2026 this order is amended as below to correct a clerical error on the total amount of arrears owing the Landlord. The amendment is bold highlighted for ease of reference.

Ashee Mahindru and Maninder Singh Mohindru (the 'Landlord') applied for an order requiring Michael Floras (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on February 27, 2026.

The Landlord's legal representative, Barrett Beaudoin, the Landlord and the Tenant attended the hearing.

Preliminary:

Tenant request for adjournment

1. At the hearing the Tenant stated that the Landlord in attendance, Ashee Mahindru, was not the Landlord he dealt with for his maintenance issues. The Tenant stated the Landlord Maninder Singh Mohindru would be required to attend the hearing as the Landlord that the Tenant interacted with.
2. The Tenant objected to proceeding with the hearing suggesting an adjournment to allow the other Landlord to attend.
3. The Landlord's legal representative objected to the Tenant's request and stated the Tenant did not identify in his section 82 issues that he required a specific Landlord.

4. The Landlord's legal representative stated the Tenant has had ample opportunity since the last adjournment to amend his section 82 issues to name the other Landlord, file a summons with the Board or seek legal advice.

Analysis

5. The Board's Interpretation Guideline 1 Adjourning and Rescheduling Hearings provides guidance on requests by parties to reschedule hearings.

The General Approach of the Board states:

Section 183 of the RTA directs the Board to "adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and to be heard on the matter."

6. Where the Member is satisfied that the party has received sufficient notice of the hearing and has been provided with an adequate opportunity to prepare their evidence and submissions, summons witnesses and obtain counsel ahead of the hearing date, an adjournment is not usually granted unless there are exceptional circumstances.
7. With the totality of the submissions before me I do not find the Tenant has provided circumstances I would consider exception that would force me to grant the adjournment simply because the Tenant claims he was not aware of the process.
8. The Tenant's request to adjourn is denied.

The Tenant requested to raise section 82 issues

9. Board records indicate the Tenant filed section 82 issues under the *Residential Tenancies Act*, 2006 (the "Act") on November 23, 2025 on the Board form.
10. The Tenant alleges the Landlord is in breach of the following:
 - 1) The Landlord failed to complete the repair of the fireplace façade;
 - 2) The Landlord failed to fix the air conditioner; and
 - 3) Landlord corporate mail being delivered to the rental unit address (harassment).

Fireplace

11. The Tenant claims the Landlord replaced the fireplace in the rental unit however the upper portion of the façade / mantle was not finished. The Tenant stated the construction started on August 6, 2021 and was not repaired by the time he vacated on December 31, 2025.

12. The position of the Tenant is he informed the Landlord that he would finish the façade of the fireplace if they purchased and provided the materials for him to do so.
13. The Tenant stated that over “several months” he communicated with both Landlords many times by text reminding the Landlord of his offer up to April 13, 2025 and the fireplace was still not addressed by the Landlord and the Tenant had not received the materials.
14. The Tenant submitted photographs and communication between the Landlord and the Tenant.
15. The position of the Landlord is the replaced was not working and the Landlord replaced it. The Landlord stated that the company that installed the fireplace hooked up the gas and ensured it was working but the work did not include the finishing of the façade around the fireplace.
16. The Landlord agrees there was back and forth communication with the Tenant on finishing the façade. The Landlord stated that the Tenant had a friend that was going to work on it and the Landlord also had a contractor who was going to work on it. The Landlord stated that on August 9, 2021 the Tenant indicated he would finish it.
17. The Landlord filed evidence to the Board (DOC-7410839) with text message communication on August 9, 2021 where the Tenant indicated he would finish the project for the Landlord.
18. The Landlord stated that she was unaware that the fireplace was not completed until the Tenant filed his section 82 issues.
19. With the totality of the evidence and submissions before me and on a balance of probabilities I do not find that the Landlords were in breach of their maintenance obligations pursuant to section 20 of the Residential Tenancies Act, 2006 (the ‘Act’). Section 20 requires a landlord to maintain the unit in a good state of repair and fit for habitation and comply with health, safety and maintenance standards. The Tenant has not led sufficient evidence to establish that the Landlords were in breach.
20. The communication on August 9, 2021 clearly states the Tenant informed the Landlord he would complete the finishing of the façade / mantle of the fireplace. There is no mention in the texts of the Landlord being required to provide materials.
21. Some of the work was completed by a landlord agent, however the top of the façade / mantle was unfinished. During the text communication the Tenant informs the Landlord

Tenant

“The mantle needs to go up and I don’t mind doing that. Also I can create the access with some tension and keep the tile there so it looks good.”

“I don’t mind finishing that part too.”

“**I don’t mind doing all of that** once the kids get back to school. Will give me a project.”

[emphasis added]

22. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.
23. In this case I find the Tenant did not put the Landlord on notice for the claim the Landlord was in breach for failing to finish the fireplace. The Tenant led with insufficient evidence to support this claim.
24. The Tenant led with inconsistent testimony regarding whether he informed the Landlord he was waiting on them to purchase materials to finish the project and there is no further communication from the Tenant after August 2021.
25. The evidence suggests the Tenant informed the Landlord that he would be responsible for finishing the façade / mantle and there is no mention he was prevented from doing so at the Landlord's delay in providing materials.
26. Given the above this portion of the Tenant's section 82 issues is dismissed.

Air Conditioner

27. The position of the Tenant is the air conditioner was malfunctioning, and the Landlord did not repair the unit.
28. The Tenant stated that sometime around mid March 2025 the area was experiencing unusually high temperatures and the Tenant turned on the air conditioner. The air conditioner experienced a water leak and the Tenant informed the Landlord by email on March 20, 2026.
29. The Tenant stated the Landlord never addressed the issue and he was unable to use the unit for the summer of 2025.
30. The Landlord's position is they received the email from the Tenant regarding the air conditioner on March 20, 2025. The Landlord contacted their HVAC contractor to schedule a visit. The Landlord responded to the Tenant's email the same day informing the Tenant that their contracted had informed the Landlord that the air conditioner should not be run at such an early time of the year.
31. The Landlord further explained that the water leak could have resulted from the coils being frozen over the winter and when the air conditioner was turned on it caused condensation.
32. The Landlord finishes the communication by informing the Tenant that the HVAC contractor, Nick will schedule a visit with the Tenant directly to attend the rental unit.
33. The Tenant responds to the Landlord stating that a scheduled visit to the rental unit by the HVAC company was cancelled. The Tenant informs the Landlord he will reschedule with

the company. "I We agreed that we would reschedule and hopefully the weather would warm up a little to allow for more thorough testing."

34. The Landlord addressed the Tenant's issue with the air conditioner on the same day and facilitated a scheduled visit between the Tenant and the Landlord's agent.
35. The Tenant claims to have worked on air conditioners in the past and rejected the Landlord's agent's analysis that the water condensed due to running the air conditioner too early in the season.
36. At the hearing the Tenant stated he did not turn on the air conditioner again and led with insufficient evidence that the air conditioner was not functional after the initial running of the unit in March 2025.
37. With the totality of the evidence and submissions before me and on a balance of probabilities I do not find that the Landlords were in breach of their maintenance obligations pursuant to section 20 of the Residential Tenancies Act, 2006 (the 'Act').
38. Given the above this portion of the Tenant's section 82 issues is dismissed.

Landlord mail delivered to the rental unit / harassment

39. The Tenant's position is the Landlord was having his corporate mail delivered to the rental unit.
40. At the hearing the Tenant identified this as a claim of harassment.
41. The Landlord's position is they lived in the rental unit, and once they moved out and the Tenant moved in they had their mailing address changed to the Landlord's own residence.
42. Although the word harass is not defined in the Act, the [Ontario Human Rights Code](#) defines "harassment" as: "...engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome."
43. With the totality of the evidence and submissions before me and on a balance of probabilities I do not find the Landlord engaged in harassment toward the Tenant.
44. This may be considered a slight inconvenience on the Tenant to collect the mail for the Landlord and hold it until the Landlord collected it, however I do not find that the Landlord's mail being delivered to the rental unit address rises to the level of harassment.
45. Given the above this portion of the Tenant's section 82 issues is dismissed.

Determinations:

L9 application arrears

46. The Tenant vacated the rental unit on December 31, 2025. The Tenant was in possession of the rental unit on the date the application was filed.

47. The Tenant did not pay the total rent they were required to pay for the period from July 1, 2025 to December 31, 2025.
48. The lawful rent is \$2,900.00. It is due on the 1st day of each month.
49. The tenancy ended on December 31, 2025 as a result of the Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Tenant's obligation to pay rent also ended on that date.
50. The rent arrears and daily compensation owing to December 31, 2025 are ~~\$11,600.00~~ **\$14,500.00**.
51. The Tenant led with insufficient evidence to dispute the arrears the Landlord claimed in the application.
52. The Landlord is not holding a last months rent deposit.
53. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
54. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Tenant shall pay to the Landlord ~~\$11,786.00~~ **\$14,686.00**. This amount includes rent arrears owing up to December 31, 2025 and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before May 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 20, 2026 at 4.00% annually on the balance outstanding.

May 8, 2026
Date Issued

May 29, 2026
Date Amended

Greg Brocanier
Member, Landlord and Tenant Board

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

