



Order under Section 31 Residential Tenancies Act, 2006

Citation: PARDAWALLA v 2704352 ONTARIO INC., 2026 ONLTB 43266

Date: 2026-06-01

File Number: LTB-T-074205-23

LTB-T-074320-23

In the matter of: UNIT B, 386 ALBERT ST
WATERLOO ON N2L3V1

Between:

Akbar Pardawalla
Arash Khazaie

Tenant

And

2704352 Ontario Inc.

Landlord

T2 Application

Akbar Pardawalla and Arash Khazaie (the 'Tenant') applied for an order determining that 2704352 Ontario Inc. (the 'Landlord'):

- entered the rental unit illegally.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- withheld or interfered with their vital services or care services and meals in a care home.

T6 Application

Akbar Pardawalla and Arash Khazaie (the 'Tenant') applied for an order determining that 2704352 Ontario Inc. (the 'Landlord') 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.

These applications were heard by videoconference on July 9, 2025, and May 13, 2026.

The Landlord's Agent, Lily Xu, the Landlord's witness, Wei Yu, the Landlord's legal representative Susanne Draper, and the Tenant's legal representative Stacy Makuraza, the Tenant, Akbar Pardawalla, the Tenant, Arash Khazaie 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 at the top of the order.

Preliminary Issue:

1. At the hearing, the Tenant advised that “Kyomb” was incorrectly named as a party to the application and is not a tenant of the rental unit. The Landlord did not dispute this evidence. Accordingly, I find that Kyomb is not a tenant and the name is removed from the applications and this order.
2. The parties also agreed that HRS Property Management is not the Landlord. Accordingly, HRS Property Management is removed as a named party to the applications and this order. 2704352 Ontario Inc. was named as the Landlord.

Background:

3. The rental unit is a fully furnished basement apartment located at 386 Albert Street, Waterloo, Ontario.
4. The tenancy commenced on September 3, 2022, and terminated on August 27, 2023. The lawful monthly rent was \$1,950.00. The parties entered into a written lease agreement for a fully furnished rental unit at that rate, which was filed in evidence. The agreement provided for a \$50.00 monthly rent discount if rent was paid by 12:00 p.m. on the first day of each month by preauthorized debit or post-dated cheque.
5. The evidence before the Board was that the tenancy involved multiple occupants, including Akbar Pardawalla and Arash Khazaie. A third occupant, Taher Hussain, did not wish to participate in the applications.
6. The Tenant filed a T6 application alleging that the Landlord failed to maintain the rental unit in a good state of repair. The Tenant also filed a T2 application alleging that the Landlord substantially interfered with the Tenants’ reasonable enjoyment, including entering the rental unit without proper notice.

Issues

7. The issues to be determined are:
 - a. Did the Landlord breach s. 20 of the Act (maintenance)?
 - b. Did the Landlord substantially interfere with reasonable enjoyment under s. 22?
 - c. Did the Landlord enter the unit in breach of s. 27?
 - d. Did the Landlord withhold vital services?
 - e. If so, what is the appropriate remedy?

8. As explained below, the Tenant proved some, but not all, of the allegations in the applications on a balance of probabilities.

T6 Application

Relevant Law

9. Section 20(1) of the *Residential Tenancies Act, 2006* (the “Act”) requires a landlord to maintain the residential complex, including the rental unit, in a good state of repair, fit for habitation, and in compliance with health, safety, housing and maintenance standards.
10. 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.

Tenant's Evidence:

11. The Tenant testified that prior to entering into the tenancy agreement, the Tenants specifically inquired whether the previous occupants had smoked in the rental unit and whether the unit would be cleaned prior to move-in.
12. The Tenant submitted that the Landlord represented that the previous tenants had not smoked in the unit and that the unit would be cleaned and inspected for repairs before occupancy.
13. The Tenant testified that upon moving into the rental unit on September 3, 2022, the unit was in a poor state of repair and cleanliness and was not in the condition represented by the Landlord.
14. The Tenant testified that the walls, ceilings, floors, carpets, furniture, and mattresses were stained and damaged, that cigarette debris was found under furniture, and that there was a strong smoke odour throughout the unit. The Tenant submitted 83 colored photographs of the rental unit into evidence.
15. The Tenant further testified that numerous maintenance deficiencies existed upon move-in, including issues relating to windows, the clogged shower, lighting fixtures, the stove and oven, the baseboard heater, damaged furniture, missing dining chairs, damaged

mattresses, damaged curtains, broken door hardware, missing cupboard handles, and missing floor tiles.

September 2022 Maintenance Requests

16. The Tenant testified that on September 7, 2022, the Tenants provided the Landlord with a detailed written list containing more than 45 maintenance concerns together with photographs. A copy of this communication was submitted into evidence.
17. On September 9, 2022, the Tenants submitted three separate maintenance requests through the Landlord's online form, comprising of the above-listed repairs.
18. On September 12, 2022, more than a week after the Tenants moved into the unit, the Landlord emailed the Tenants to inform them that their maintenance team should contact them within 5-7 business days. The entirety of the listed repairs remained outstanding during this period.
19. On September 22, 2022, the Landlord emailed the Tenants regarding their shower having remained dysfunctional since they moved into the unit. The Landlord suggested that "according to the lease agreement, it is the tenant's responsibility for the clogging issue during the tenancy period". The Landlord proceeded to provide them the contact information of two plumbers, stating that the Tenants could "make an appointment with them directly", or they could "find [their] own plumber".
20. The Landlord failed to acknowledge that the shower had been clogged upon the Tenants moving into the unit. The Tenants responded to this email, and informed the Landlord that it was not them who clogged the shower in the unit, but rather the previous tenants who resided in the unit before them. Despite this fact, the Landlord refused to address the shower remaining dysfunctional.

October and November 2022 Maintenance Concerns

21. On October 3, 2022, the Tenants emailed the Landlord again because many of the September 7, 2022, items remained outstanding. The Tenants identified urgent concerns, including a bedroom window that did not close, a living room heater that triggered the smoke alarm, a clogged shower drain, the missing dining set, a broken coffee table, a heavily stained sofa, and missing green and recycling bins.
22. On October 26, 2022, the Tenants again emailed the Landlord and identified ongoing urgent issues. These included the living room heater triggering the smoke alarm, the oven smoking after being turned on and triggering the smoke alarm and broken or stained furniture that had not been replaced.
23. On November 4, 2022, the Landlord emailed the Tenants advising that staff would try to attend the following week to address the heater and oven.
24. On November 5, 2022, the Tenants emailed the Landlord advising that the dining chairs had still not been provided and that damaged furniture remained outstanding.

25. On November 7, 2022, the Landlord advised that it would speak to maintenance staff and stated that its standard was not to replace furniture if it was in good working condition.
26. The Landlord then advised the Tenants that staff would enter the unit between 2:00 p.m. and 6:00 p.m. between November 8 and November 11, 2022, to address the oven and heater.
27. The Tenant testified that despite this notice, no one attended during that period to repair the oven or heater.
28. On November 11, 2022, the Tenants emailed the Landlord again advising that the oven and heater had remained unusable since move-in. The Tenants also reminded the Landlord that the lease included a dining set, but the dining chairs remained missing.
29. On November 15, 2022, the Landlord advised that it would try to attend later that week to address the oven and heater and that dining chairs would be delivered once the delivery truck was repaired.
30. On November 29, 2022, the Tenants again emailed the Landlord advising that some of the repairs remained outstanding.

Ongoing Maintenance Concerns

31. The Tenant testified that the following issues remained unresolved for substantial portions of the tenancy (see below):
 - a. The baseboard heater triggered the smoke alarm whenever used and could not reasonably be used.
 - b. The oven emitted smoke and triggered the smoke alarm whenever used.
 - c. The coffee table was unstable and unusable.
 - d. The couch was heavily stained, unusable, and was eventually discarded after an ant infestation.
 - e. The dining chairs were never provided, although the lease included a dining set.
32. The Tenant testified that the Tenants lived without proper use of the baseboard heater, oven, couch, coffee table, and dining chairs from shortly after move-in until the date the tenancy terminated on August 27, 2023.

June 2023 Heating Issue

33. On June 26, 2023, the Tenants notified the Landlord that the heating unit in the basement had stopped working and that the thermostat read approximately 15 degrees Celsius. The tenant did not have a thermostat reading or a way to measure the temperature. They reported that when attempting to turn on the thermostat, it produced a "clicking" sound,

which they believed indicated the temperature was below 15°C. However, I do not consider this to be a reliable method of determining the temperature.

34. The Tenant testified that the rental unit was poorly insulated and that there was only one baseboard heater in the living room, although there was central air throughout the unit which was controlled by the upstairs tenants.
35. The Tenant testified and the Landlord did not dispute that the Landlord responded that it did not think heat was needed at that time and later told the Tenants to speak with the upstairs tenants about adjusting the thermostat.
36. The Tenants replied that the heating unit itself was not working and that the temperature was below the standard required in Waterloo. The Tenants purchased their own space heaters for their rooms.
37. The Tenant submitted that the Landlord's failure to restore adequate heat substantially interfered with the Tenants' reasonable enjoyment of the rental unit. I am not satisfied, on a balance of probabilities, that the Landlord withheld vital services within the meaning of the Act.
38. Vital services" is defined in O.Reg. 516/06 as follows:
 4. (1) For the purpose of the definition of "vital service" in subsection 2 (1) of the Act, September 1 to June 15 is prescribed as the part of the year during which heat is a vital service. O. Reg. 516/06, s. 4 (1).
 - (2) For the purposes of subsection (1), heat shall be provided so that the room temperature at 1.5 metres above floor level and one metre from exterior walls in all habitable space and in any area intended for normal use by tenants, including recreation rooms and laundry rooms but excluding locker rooms and garages, is at least 20 degrees Celsius. O. Reg. 516/06, s. 4 (2).
39. The heating issue occurred on June 26, 2023, which falls outside the period during which the landlord is required to provide heating under O. Reg. 516/06. Therefore, this matter is dismissed.

Landlord's Evidence

40. The Landlord's agent, Lily Xu ('LX'), from HRS Property Management testified on behalf of the Landlord. LX testified that the rental unit was cleaned on August 29, 2022, prior to occupancy and produced an invoice from Vista Property Group in support of that submission.
41. LX testified that she attended the rental unit after cleaning and did not observe any significant concerns.

42. LX acknowledged that multiple maintenance requests were submitted shortly after the Tenants moved into the unit, including a maintenance request submitted through the Landlord's online portal on September 4, 2022.

43. LX testified that the Landlord responded to various maintenance issues throughout the tenancy as follows.

- A replacement mattress for Room 2 was purchased on September 5, 2022, and delivered on September 6, 2022.
- A complaint regarding stove elements was submitted on September 5, 2022. A technician attended on September 6, 2022, and determined that the oven was functioning.
- A second mattress was replaced in September 2022 following complaints regarding damaged springs. On September 7, 2022, a maintenance request was submitted regarding a defective mattress in another room.
- The Landlord purchased a replacement on September 15, which was delivered on September 22, 2022.
- On September 9, a complaint was made about a damaged window screen. On September 16, the technician attended and repaired the screen using mesh tape.
- September 13, 2022 – Curtain rods were replaced, and two curtains were installed.
- September 15, 2022 – The Landlord's technician repaired the stove. An invoice was filed in evidence.
- September 16, 2022 – The Landlord's in-house technician completed multiple repairs, including:
 - I. fixing the shower head, bathroom light, exhaust fan, and door hardware;
 - II. repairing the coffee table by securing loose components;
 - III. replacing the oven light;
 - IV. inspecting and cleaning seating areas, with no mould found.
- The Landlord maintained that the couch was functional and declined to replace it. Certain items were not repaired, including a missing light fixture cover, cabinet handles, and concealed floor tiles under the bench in the kitchen.
- On October 16, 2022, the oven burner was replaced and a dining table was delivered to the unit.
- October 21, 2022 – Bathroom tiles were repaired.

44. The Landlord submitted receipts and maintenance records in support of some of the completed work.
45. LX acknowledged that certain items were not repaired or replaced, including the missing light fixture cover and kitchen cabinet handles.
46. LX testified that the couch was not replaced because the Landlord considered it to be functional.
47. LX also testified that the Landlord did not agree that the condition of the walls and doors required additional cleaning or repainting.
48. The Landlord submitted that many repairs were addressed within a reasonable period of time and that some complaints related to cosmetic issues rather than maintenance deficiencies.

Landlord's Witness Evidence

49. Wei Yu who is the maintenance technician for the rental unit and has been working with the Landlord's property management since 2021.
50. Wei Yu testified that he would get instructions from the office as to when to attend the rental unit. He never entered the rental unit without permission from the Tenants.

Analysis

51. Based on the evidence provide by the parties, I find that the Landlord's responses to the Tenants' maintenance issues can be summarized as follows:

Maintenance concerns- Summary of Key Issues and Response Timeline

Issue	Reported Date	Landlord Action	Resolved?	Approx. Delay
Mattress (Room 2 missing/damaged)	Sept 4–5, 2022	Replaced Sept 6, 2022	Yes	1–2 days
Mattress (Room 3 defective)	Sept 7, 2022	Replaced Sept 22, 2022	Yes	~15 days
Stove elements	Sept 5, 2022	Attended Sept 6; repaired Sept 15	Partially disputed	1–10 days
Window screen (hole)	Sept 9, 2022	Repaired Sept 16, 2022	Yes	~7 days
Shower head / minor plumbing	Sept 2022	Repaired Sept 16, 2022	Partially (drain unresolved)	~7 days
Coffee table instability	Sept 7, 2022	Secured Sept 16, 2022	No (remained unstable)	Ongoing

Couch condition	Sept 7, 2022	Not replaced	No	Entire tenancy (~360 days)
Dining table	Sept 3, 2022	Delivered Oct 16, 2022	Partial	~43 days
Dining chairs	Sept 3, 2022	Not provided	No	Entire tenancy
Oven smoking issue	Sept 7, 2022	Inspected only	No	Entire tenancy
Baseboard heater unsafe	Sept 7, 2022	Not effectively fixed	No	Entire tenancy
Heating system failure	June 26, 2023	No repair	No	~60+ days (to end of tenancy)
Bathroom tiles	Sept 2022	Fixed Oct 21, 2022	Yes	~30–40 days

52. Based on this summary, I accept that the Landlord completed some repairs during the tenancy in a timely manner, including replacing mattresses, repairing certain stove elements, repairing a screen, replacing curtain rods, addressing some bathroom items, and completing some minor repairs.

53. However, I found portions of the Landlord's evidence to be insufficiently responsive to the specific deficiencies raised. For example, as per the above chart, the couch condition, dining room chairs, and oven smoking issue.

54. In contrast, I found the Tenant's evidence to be detailed, consistent, and supported by contemporaneous documents and photographs. Where there was a conflict in the evidence, I prefer the Tenant's evidence. The Tenant's evidence was detailed, chronological and supported by photographs and written communications.

55. I find that the Landlord was put on notice of numerous deficiencies shortly after the Tenants moved in.

56. I find that the oven repeatedly emitted smoke and triggered the smoke alarm when used. Although the Landlord submitted that the oven was functional, the Tenant's repeated written complaints support a finding, on the balance of probabilities, that the issue persisted and was not adequately resolved.

57. I find that the baseboard heater also triggered the smoke alarm and could not reasonably be used.

58. I find that the couch was in poor condition, was not reasonably usable, and was not replaced.

59. I find that the coffee table remained damaged and unstable.

60. I find that the dining chairs promised as part of the furnished tenancy were not provided.
61. I also find that the Landlord failed to adequately respond to the June 2023 heating complaint. The Landlord's response directing the Tenants to speak with upstairs occupants did not discharge the Landlord's maintenance obligations to ensure the heat source was in a good state of repair.
62. The fact that the Landlord paid for utilities and the Tenants could use space heaters does not relieve the Landlord of the obligation to provide and maintain adequate heat and heating equipment.
63. I accept the Tenant's evidence that the rental unit was not provided in a satisfactory state of repair or cleanliness at the commencement of the tenancy. Although the Landlord submitted receipts indicating that cleaning services were performed, the photographic evidence demonstrates that the unit remained in an untidy condition. Additionally, the Landlord acknowledged that cleaning activities did not include washing the walls and doors.
64. Therefore, I find that the Landlord breached s. 20(1) of the Act by failing to maintain the rental unit and included furnishings, appliances, and heating systems in a good state of repair.
65. The Tenants rented a fully furnished unit and were entitled to the use and enjoyment of the furnishings, appliances and heating systems included with the tenancy.
66. The loss of use of the oven, heater, couch, coffee table, and dining chairs for significant periods of the tenancy was not minor. I find that a rent abatement is appropriate in the circumstances. As set out below, in determining the appropriate abatement I have considered the duration of the deficiencies, the impact on the Tenants, the Landlord's partial completion of some repairs, the Landlord's failure to address other repairs within a reasonable time, and the unauthorized entries.
67. As I have determined that the Landlord's failure to maintain the rental unit and included furnishings, appliances, and heating systems in a good state of repair constitutes a breach of the Landlord's obligation under s.20(1) of the Act, it is unnecessary for me to determine whether this conduct is also a breach of the Landlord's obligation under s.22 of the Act not to cause substantial interference.

T2 Application - Entry Without Notice

68. Section 27 of the Act requires at least 24 hours' written notice for entry to carry out repairs, and the notice must specify the reason for entry, the day of entry, and a time of entry between 8:00 a.m. and 8:00 p.m. A landlord may not enter without notice to perform repairs even where a tenant has requested repairs unless the tenant consents at the time of entry.

69. Section 4 of the Act provides that a term in a tenancy agreement that is inconsistent with the Act is void.
70. The Tenant alleges that the Landlord entered the rental unit on multiple occasions without providing proper notice, including at least six specific instances between September 6, 2022, and August 15, 2023, and that this formed part of a broader pattern of conduct. The Tenant submits that the Landlord routinely relied on vague “three-day window” notices and that maintenance staff attended unpredictably, which interfered with the Tenants’ privacy.
71. The Landlord submits that providing a 72-hour window satisfies the requirement of providing “at least 24 hours” notice under the Act.
72. I am not persuaded by the Landlord’s submissions that a “3 day window” satisfies the Act. Section 27 of the Act requires written notice that specifies the reason for entry, the day of entry, and a time of entry between 8:00 a.m. and 8:00 p.m. A broad multi-day window does not comply with the Act. In [*Wrona v. Toronto Community Housing Corporation*](#), 2007 CanLII 3228 (ON SCDC), the Divisional Court held that the notice of entry must specify an actual time of entry. A broad window of time, in that case six hours, during which the landlord may enter was found not be sufficient.
73. Based on the evidence, I find that the Landlord or its agents entered or attended at the rental unit without valid notice or consent on the following occasions:
- a. September 6, 2022 — mattress delivery;
 - b. September 16, 2022 — bathroom and shower repairs;
 - c. September 22, 2022 — mattress replacement;
 - d. October 14, 2022 — window repair;
 - e. October 16, 2022 — dining table delivery;
 - f. August 15, 2023 — inspection of doors and locks.
74. In each instance, I find that the Landlord failed to provide proper written notice specifying a time of entry between 8:00 a.m. and 8:00 p.m. or failed to obtain the Tenants’ consent at the time of entry.
75. I also accept the Tenant’s evidence that on August 15, 2023, the Landlord locked a bedroom door while the Tenant’s belongings and keys remained inside, temporarily denying access to the room for approximately 45 minutes.
76. The above entries breached s. 27 of Act. I find that this conduct was not reasonable in the circumstances and substantially interfered with the Tenants’ reasonable enjoyment of the rental unit.
77. To the extent the Landlord relied on a lease provision or maintenance request form permitting entry during a broad three-day window, I find that such a provision is inconsistent with the Act and is void pursuant to s. 4.

78. I find that the Landlord breached the Act by entering the rental unit without proper notice or consent and that this conduct substantially interfered with the Tenants' reasonable enjoyment.

Remedies

79. The Tenant's T2 application seeks a rent abatement in the amount of \$540.00, representing a 10% abatement of rent for the months of September 2022, October 2022, and August 2023. The monthly rent attributable to the Tenant was \$1,800.00, calculated as the lawful monthly rent of \$1,950.00 less the agreed monthly discount of \$50.00 for each of the three Tenants. The Tenant therefore seeks compensation calculated as follows:
 $\$1,800.00 \times 3 \text{ months} = \$5,400.00$; $\$5,400.00 \times 10\% = \540.00 .

80. The Tenant's T2 application also seeks compensation in the amount of \$7,176.00 for an alleged rent differential, on the basis that the Tenant's current accommodation costs are approximately \$598.00 more per month than the rent paid for the rental unit.

81. The Tenant's T6 application seeks a rent abatement in the amount of \$4,860.00 arising from maintenance-related issues in the rental unit. The Tenant requests a 35% rent abatement for the months of September and October 2022, and a 20% rent abatement for the period from November 2022 to August 2023. The claim is calculated as follows:

- $\$1,800.00 \times 2 \text{ months (September and October 2022)} = \$3,600.00$
- $\$3,600.00 \times 35\% = \$1,260.00$
- $\$1,800.00 \times 10 \text{ months (November 2022 to August 2023)} = \$18,000.00$
- $\$18,000.00 \times 20\% = \$3,600.00$

82. Accordingly, the total rent abatement sought by the Tenant under the T6 application is \$4,860.00.

83. Rent abatement is a contractual remedy intended to compensate a tenant for the loss of use or enjoyment of all or part of a rental unit, or for the loss of services or facilities that form part of the tenancy agreement. In determining an appropriate remedy, the Board considers the nature, duration, and impact of the issues complained of.

84. Having regard to all of the circumstances before me, including the evidence respecting the extent and duration of the maintenance concerns and interference alleged, I find that a lump sum rent abatement in the amount of \$3,000.00 is appropriate. The abatement reflects both the maintenance deficiencies (T6) and the interference with reasonable enjoyment (T2), including unauthorized entries.

85. I have also considered the additional remedies sought by the Tenant, including compensation for the alleged rent differential of \$598.00 per month for a period of one year. However, I am not satisfied, on a balance of probabilities, that the Tenant vacated the rental unit on August 27, 2023, as a result of the issues raised in the T2 application. In this regard, I note that the communications filed in evidence indicate that the Tenant was, at one point, considering extending the tenancy for an additional term. In the

circumstances, I do not find it reasonable to award compensation for a future rent differential, and I decline to exercise my discretion to grant that remedy.

86. The Tenant is also entitled to reimbursement of the Board's application filing fee in the amount of \$48.00.

87. This order contains all reasons for the determination made. No further reasons shall issue.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$3,048.00. This amount represents:
 - \$3,000.00 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by June 12, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by June 12, 2026, the Landlord will owe interest. This will be simple interest calculated from June 13, 2026, at 4.00% annually on the balance outstanding.

June 1, 2026
Date Issued

Teresa Hunt
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.