



Order under Sections 135, 31 and 30 Residential Tenancies Act, 2006

Citation: Farooq Moinuddin v Supra, 2026 ONLTB 42916

Date: 2026-06-17

File Number: LTB-T-009285-25, LTB-T-015712-25

In the matter of: 53 DONOMORE DR
BRAMPTON ON L7A0S6

Between: Hamid Farooq Moinuddin
Sahar Anwar
Tenants

And

Shahid Naeem Supra
Vaneeza Supra
Landlords

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Hamid Farooq Moinuddin and Sahar Anwar (the 'Tenants') applied for an order determining that Shahid Naeem Supra and Vaneeza Supra (the 'Landlords'): collected or retained money illegally

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The Tenants also applied for an order determining that the Landlords 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;
- withheld or interfered with their vital services or care services and meals in a care home; and
- 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 May 26, 2026

Tenant Hamid Farooq Moinuddin attended the hearing on behalf of both Tenants with his representative, Abraar Unia. The Landlord, Shahid Naeem Supra, attended the hearing on behalf of both Landlords with his representative, George Berger. Imran appeared as a witness for the Landlords.

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Determinations:

1. The Tenants allege the Landlords collected illegal rent from May 2024 to February 2025. The Tenants also allege the Landlords failed to pay interest owing on the last month's rent deposit.

Interest owing on the last month's rent deposit

2. Subsection 106(6) of the *Residential Tenancies Act, 2006* (the 'Act') requires a landlord to pay a tenant interest annually on the amount of the rent deposit at a rate equal to the guidance determined under section 120 that is in effect at the time payment becomes due.
3. The Tenants paid the Landlords a last month's rent deposit in the amount of \$2,800.00 on July 5, 2021. The Landlords have not paid the Tenants interest on the deposit. I am satisfied the Landlords have illegally retained the interest owing on the last month's rent deposit. As such, the Landlords shall be ordered to pay the Tenants \$276.40 for interest owing on the deposit up to the date of the Order. This is calculated as follows:
 - July 5, 2021 to December 31, 2021 = \$0 (0%)
 - January 1, 2022 to December 31, 2022 = \$33.56 (1.2%)
 - January 1, 2023 to December 31, 2023 = \$69.90 (2.5%)
 - January 1, 2024 to December 31, 2024 = \$69.90 (2.5%)
 - January 1, 2025 to December 31, 2025 = \$69.90 (2.5%)
 - January 1, 2026 to June 22, 2026 = \$33.13 (2.1%)

Illegal rent collected

4. The tenancy commenced on October 1, 2021 for a fixed term expiring on October 1, 2022 for a monthly rent of \$2,800.00. It is undisputed that the Landlord charged and collected \$2,800.00 a month between October 2021 and December 2021.
5. There also seems to be no dispute that the parties entered into a new agreement on January 1, 2022 wherein the rent was discounted to \$2,300.00 until January 1, 2023.
6. On September 19, 2022, Landlord Shahid Naeem Supra ('SNS') texted Tenant Hamid Farooq Moinuddin ('FM') to advise that they will sign a new tenancy agreement on October 1, 2022 for a monthly rent of \$2,500.00. FM responded as follows:

"Walikumassalam ... We agreed to raise it to \$2400 from 1st Oct 2022. We already have a lease. I don't see any reason why we need to sign a new one."

7. SNS replied as follows:

"We were agreed to for \$2400 starting January 2022 but you said you misunderstood & thought it will be on starting on October 1st 2022. I honoured your misunderstanding & now it will be \$2500 starting October 1st & we will do a lease contract. Period"

8. On October 1, 2022, a monthly tenancy agreement was executed between the parties reflecting a monthly rent of \$2,500.00. It was FM's evidence that on April 27, 2024, SNS verbally notified him that the rent would increase to \$2,700.00 effective May 1, 2024. fm maintains that he paid the rent increase from May 2024 to February 2025.

Analysis

9. Fixed term tenancies in Ontario continue month to month under the same terms unless terminated in accordance with the Act. What this means is that the Landlords were not entitled to require the Tenants to enter into a new tenancy agreement on October 1, 2022 as the fixed term was not scheduled to expire until January 1, 2023.
10. Section 119 of the Act provides that a landlord who is lawfully entitled to increase the rent charged to a tenant may do so only if at least 12 months have elapsed. What this means is that the Landlords could not increase the rent until January 1, 2023.
11. SNS testified that he had a "mutual understanding" with FM that when they could afford it, they would resume paying \$2,800.00 a month.
12. I am not convinced there was a meeting of the minds between the parties as to the amount of rent charged. I say this because the written tenancy agreement stipulates that the rent is discounted to \$2,300.00 until January 1, 2023. Furthermore, it is clear from the text messages between the parties on September 19, 2022 that there was not a clear understanding as to the amount of rent to be charged. The Tenants, however, do not seek the illegal rent collected for October 1, 2022 to April 30, 2024.
13. Subsection 116(1) requires a landlord to give a tenant at least 90 days written notice of a rent increase. Furthermore, subsection 116(3) requires that the written notice be in a form approved by the Board and shall set out the landlord's intention to increase the rent and the amount of the new rent.
14. As the Landlords did not give the Tenants notice in accordance with subsection 116(4), the increase on May 1, 2024 is void. This means the lawful monthly rent remained \$2,500.00 and any amount the Landlords collected in excess of that amount constitutes an illegal rent increase.
15. The Tenants admitted into evidence bank records supporting their position that they paid the Landlord \$2,700.00 for rent between May 1, 2024 and February 1, 2025. This represents \$200.00 a month collected more than what the Landlords were entitled to collect. Accordingly, the Landlords shall be ordered to pay the Tenants \$2,000.00 (10 months x \$200).
16. The Tenants incurred costs of \$53.00 for the application filing fee and are entitled to reimbursement of these costs.

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17. The Tenants sought to withdraw their T2 application, and I consent to the request.

T6 Application

18. The Tenants allege the Landlords breached their obligations under subsection 20(1) of the Act with respect to the toilet and washing machine.

19. Subsection 20(1) of the Act states:

A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

20. Subsection 20(1) of the Act does not contain an element of fault. The reasons for a landlord's breach of subsection 20(1) are not relevant. Regardless of the reasons why a landlord is unable to provide a rental unit in a good state of repair and fit for habitation, if they are unable to do so, they are in breach of their obligation under the Act.

21. In *Onyskiw v. CJM Property Management Ltd.* 2016 ONCA 477 (CanLII), the Court of Appeal rejected the idea that any service interruption amounts to an automatic breach of the Act. Instead, the Court urged the Board to make a "contextual analysis" in each case, looking at all the facts before finding that a landlord breached the Act. As part of this analysis, the Court directed the Board to look at the essential nature of a tenant's complaints and what steps, if any, were taken by the landlord.

Toilet

22. For the reasons that follow, I am not convinced the Landlords breached their obligations under subsection 20(1) with respect to the toilet.

23. There seems to be a dispute whether the Tenants contacted the Landlord to repair a leaky toilet or upgrade the seat. The Tenant testified that the toilet leaked, but the Landlord indicated the Tenant requested a fancier toilet seat for his inlaws who were visiting. The Tenant made his request on May 24, 2024 and the Landlords sent their handyman, Imran, to assess the issue on May 27, 2024.

24. Imran testified that he is a friend of the Landlords and is not a plumber but is handy. He explained that he pulled out what appeared to be the lid from a toothpaste which had gotten stuck in the toilet and suggested that the toilet seat be replaced. He did not provide any explanation as to what he believed caused the toilet to leak, and there is no connection between replacing the toilet seat and stopping the leak, but nonetheless, the Tenant was satisfied with the replacement seat, which confirms that he was not seeking to fix a leaky toilet, but to replace the toilet seat.

25. The Landlords purchased a new toilet seat and left it for the Tenants to install as the Tenants were on vacation, and the Tenants did not wish for the Landlords to enter the rental unit in their absence. The toilet seat was replaced by the Landlords at the end of June 2024 as the Tenant was not comfortable installing the seat on his own.
26. The Tenants did not present any compelling evidence to establish that the disrepair issue was not resolved by the new toilet seat. There is also no evidence before me indicating the Tenants continued to report an issue with the toilet seat after June 2024. As such, the issue to be determined is whether the steps taken by the Landlords were reasonable in the circumstances. I find that they were.
27. The Tenants reported the disrepair issue on a Friday and by Monday, the Landlords sent someone to address the issue. I do not believe it would be appropriate to hold the Landlords liable for the delay in the installation of the new toilet seat as the delay was due to the Tenants' request that the Landlords not enter the rental unit in their absence. I am satisfied the steps the Landlords took to address the disrepair issue were reasonable and appropriate.

Washing machine

28. I am also not convinced the Landlords breached their obligations under subsection 20(1) with respect to the washing machine.
29. The Tenants reported to the Landlords on October 1, 2024 that the washing machine was vibrating and smoking. The Landlord sent a technician to assess the issue the following day. The technician determined the Tenants were responsible for the malfunction.
30. The Landlords explained to the Tenants that he would repair the washing machine if necessary but indicated the Tenants would be charged for the expense given they were responsible for the disrepair issue. The Tenants responded that they were prepared to share the cost for a new washing machine. The Tenants purchased their own washing machine on October 27, 2024.
31. The Tenants did not advise the Landlords in advance that they intended to purchase a new washing machine. In my view, the Tenants interfered with the Landlords' ability to address the disrepair issue with the washing machine. As such, I find the Tenants have failed to establish the Landlords breached their obligations under subsection 20(1) of the Act.

It is ordered that:

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1. The Landlords shall pay the Tenants \$2,329.40, which represents:
- \$276.40 in interest owing on the last month's rent deposit that was illegally retained;
 - \$2,000.00 in illegal rent collected and retained; and
 - \$53.00 for the application filing fee.

2. The Landlords shall pay the Tenants the full amount owing by July 3, 2026.
3. If the Landlords do not pay the Tenants the full amount owing by July 3, 2026, the Landlords will owe interest. This will be simple interest calculated from July 4, 2026 at 4.00% annually on the balance outstanding.

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4. The T2 application having been withdrawn, the LTB's file is closed.
5. The T6 application is dismissed.

June 17, 2026
Date Issued

Vanessa Davies
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.