



Order under Section 69 / 88.1 / 89 Residential Tenancies Act, 2006

Citation: Soroya v Akhtar, 2026 ONLTB 47290

Date: 2026-06-19

File Number: LTB-L-087020-25

In the matter of: MAIN FLOOR UNIT, 50 MAITLAND ST
BRAMPTON ON L6S3B9

Between: Satinder Singh Soroya Landlords
Sunmeet Kaur

And

Fahmida Akhtar Tenants
Raheel Yousaf
Mubeen Fatima
Saqib Raheel
Saara Raheel

Satinder Singh Soroya and Sunmeet Kaur (the 'Landlords') applied for an order to terminate the tenancy and evict Fahmida Akhtar, Raheel Yousaf, Mubeen Fatima, Saquib Raheel and Saara Raheel (the 'Tenants') because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another Tenant and have wilfully or negligently caused damage to the premises.

The Landlords also applied for an order requiring the Tenants to pay the Landlords' reasonable out-of-pocket costs the Landlords have incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

The Landlords also applied for an order requiring the Tenants to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenants' conduct or that of another occupant of the rental unit or someone the Tenants permitted in the residential complex. This conduct substantially interfered with the Landlords' reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on May 14, 2026.

The Landlords and three of the Tenants, Raheel Yousaf, Mubeen Fatima and Saara Raheel, attended the hearing.

Determinations:

Preliminary Issue

Application is amended

1. The Landlords asked to amend their application to increase the amount claimed for damages as well as include out-of-pocket expenses for substantial interference. The Landlord confirmed that the amended application was served on the Tenants by email on November 28, 2025, the Landlord filed an amended application. The Tenants did not oppose the amendment requests. As such, I exercised my discretion to amend the application.

The Application

2. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and some of the claim for compensation in the application. Therefore, the tenancy between the Landlords and the Tenants is terminated. The Tenants shall pay the Landlords \$636.00
3. The Tenants were in possession of the rental unit on the date the application was filed.

Substantial interference

4. Section 33 of the *Residential Tenancies Act*, 2006 (the 'Act') provides that tenants are responsible for ordinary cleanliness of the rental unit, except to the extent that the tenancy agreement requires the landlord to clean it.
5. The Landlords testified that they have been dealing with a lack of reasonable cleanliness in the unit for the past five years and that the Tenants' behaviour is not only substantially interfering with their lawful rights, privileges and interests, but also substantially interfering with the basement tenant's reasonable enjoyment of their unit.
6. On October 2, 2025, the Landlords gave the Tenants an N5 notice of termination alleging that the Tenants failed to maintain the unit in a state of ordinary cleanliness, namely:
 - Failure to clean excessive grease and food particles on and around the stove elements, oven and exhaust hood filter;
 - Failure to wipe up pooled water on kitchen and bathroom countertops and bathroom floor;
 - Failure to clean fridge and freezer, causing stains on the appliance;
 - Damage to freezer liner and fridge drawers;
 - Stained flooring
 - General filth and grime

Stove

7. The Landlords stated that they have spoken with the Tenants on multiple occasions about cleaning the stove top after use and that their failure to do so has resulted in damage to the

stove elements. The Landlords produced the following photographs taken by them [Doc 6862597]:

- Stove top with heavy, baked on food around the drip pans
- Filthy stove elements and oven
- Multiple dead bugs and grease on the range hood
- Range hood filters clogged and dripping with grease

8. The Landlords stated that when they had a stove technician service the stove on January 11, 2025 [Doc 6862597, page 21], they were advised that food particles under the drip pans had shorted out one of the element's terminal block as well as the burner switch. After they were replaced, the Tenants were advised that they had to keep the stove clean but they have failed to do so, resulting in heating coils not working. As well, failing to clean grease off the coils after use creates a fire safety issue because it can ignite when the stove is turned on.
9. The Landlords stated that there is such an accumulation of grease on the hood exhaust filter that grease actually drips on to the stove below which again increases the risk of fire if the stove is on.
10. The Landlords stated that the basement tenant has complained multiple times of the fire alarm going off. Because there is such a build up of grease on and around the stove elements, the elements start to smoke when the Tenants turn them on which then triggers the smoke detectors.
11. The Landlords stated that after the N5 was served, they inspected the unit on October 11, 2025. While there were fewer food particles in the drip pans, there was still excessive grease build up on and around the stove elements and the exhaust fan filter. Further inspections on November 9, December 6, 2025 and March 21, 2026 saw no improvement in the cleanliness of the stove.
12. The Tenants' position is that they are using the stove for its intended purposes (i.e. cooking) and that any issues with the stove are because it is old, not because of their failure to clean it after every use. They admitted, however, that they should be cleaning it more often than they do.
13. The Landlords stated that they do not know the exact age of the stove but they bought it second hand in 2019. They said the stove does not need to be replaced and would work perfectly fine if the Tenants ensure they clean it properly when they have used it.

Water on countertops and floor

14. The Landlords allege that the Tenants' failure to properly clean the kitchen and bathroom countertops, including wiping up excess water from the countertops as well as the bathroom floor, has caused mold on all caulking and other services,, damaged the kitchen countertop, damaged the bathroom baseboard and caused water to leak into the unit below. They produced the following photographs [Doc 6862667] and videos [Doc 6861887 and 6861898] showing:

- Pooled water on bathroom counter
 - Pooled water on the kitchen counter
 - Water dripping under the kitchen sink
 - Substantial filth and grime around bathroom sink and faucet, kitchen sink and faucet, toilet and shower
 - Mold on baseboard outside shower stall, bottom of corrugated shower curtain and caulking
 - Mold on drywall under kitchen sink
15. The Landlords stated that the Tenants failed to prevent water from running off the kitchen counter, causing it to soak into the unfinished edge underneath the counter. This caused the edging to swell. The Landlords then had to shave the counter edge so that the Tenants could access the cupboards below. Furthermore, the Tenants did not tell the Landlord that water was leaking underneath the kitchen sink which caused damage to the drywall.
 16. The Landlords alleged the Tenants are showering in a negligent way which is causing water to pool on the bathroom floor. Their failure to wipe up that water and properly clean the bathroom has damaged the baseboard beside the shower stall (mould) and resulted in mould on the caulking around the toilet. The Landlord's state that the Tenants' failure to clean up excessive water creates an electrical hazard because it leaks through the floor. The Landlords stated that the corrugated shower curtain door is now beyond repair because of the amount of mould at the bottom of the curtain. It is the Landlord's position that had the Tenants properly wiped down the curtain after use, that mould would never have appeared.
 17. The Landlords produced photographs of water damage in the ceiling of the basement unit [Doc 6862667, page 66] which they say occurred after the Tenants did not properly clean wastewater off the floor when a clogged toilet overflowed.
 18. The Tenants denied that they left water pooling on any surfaces which caused damage to the unit. They stated that the sink in the bathroom is small and that any water that leaked into the basement resulted from a burst pipe. They said water on the bathroom floor is due to the shower stall not being constructed properly and that mould in the bathroom was likely due to issues in the vapour barrier. They said the caulking is old and any lack of cleaning is a minor issue.

Fridge/Freezer

19. The Landlords stated that the Tenants are storing items in the fridge such that they block the inside vents which can cause the fridge to stop working. They produced photographs of the inside of the fridge and freezer [Doc 6862667, pages 35] taken by them on September 27, 2025 which show the fridge is filthy, in disarray and there is a missing produce drawer. The Landlords said that the remaining produce and deli drawer were cracked [Doc 6862667, pages 53-54]. The Landlords also produced photographs of the freezer taken on June 29, 2025 [Doc 6862667, page 29] showing cracks/dents in the liner of the freezer which the Landlords allege was caused by the Tenants. They stated that they bought the refrigerator second hand in 2019 and while they do not know its exact age, it was in good condition when they bought it.
20. The Landlords attempted to obtain a replacement freezer liner but were told replacement liners are not available (i.e. they are welded to the freezer). Furthermore, the cost of

replacement produce and deli drawers is almost the price they paid for the fridge, being \$450.00

21. The Tenants admitted that the fridge was not damaged when they moved in, but state that any damage is due to wear and tear from daily use of the refrigerator.

Lack of cleanliness

22. The Landlords stated that the Tenants' lack of cleanliness, including leaving open packages and containers of food attracts fruit flies, moths and other bugs into the unit. As well, the Tenants leave food stored on the balcony which can attract wildlife.
23. The Landlords stated that the HVAC vents are clogged with dirt which can affect the efficiency of the HVAC system. Furthermore, the Tenants have refused to comply with requests not to cover the floor vents with furniture, resulting in broken register covers.

Analysis

24. Based on the evidence before me, I am satisfied that the Tenants did not stop the conduct or activity within seven days after receiving the N5 notice of termination. The Tenants did not challenge the Landlords' evidence that the condition of the unit and appliances had not improved when the Landlords inspected the unit on October 11, 2025. In fact, they admitted that they should be cleaning grease and food from the stove more often than they do. I prefer the Landlords' evidence where it conflicts with the Tenants' as it is corroborated by photographs, videos, and consistent inspection records. As such, I find that the Tenants did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
25. With respect to the stove, I am satisfied that the Tenants' failure to clean food waste and grease from the stove top poses a fire safety risk and is attracting bugs (i.e. multiple dead bugs on the range hood). The stove top and range exhaust filter are filthy and caked in grease.
26. The Landlords' photographs and videos clearly show pooled water left on the kitchen and bathroom counters. In my view, that water, combined with the Tenants' lack of cleaning, likely caused mould and mildew to appear on the caulking. I find it more likely than not that excess water spilled over the edge of the kitchen counter, causing the unfinished counter edge to swell. While there is no evidence that the Tenants caused water to leak under the kitchen sink (i.e. they denied that they removed the caulking around the kitchen sink), they did not challenge the Landlords' testimony that they did not advise them of the leak which resulted in mould on the drywall.
27. With respect to the fridge and freezer, there is no doubt that it is filthy, the freezer liner is cracked, one of the produce drawers is missing and the other produce drawer and the deli drawer are cracked.
28. I find that the Tenants failure to maintain the unit and appliances in a state of ordinary cleanliness has substantially interfered with the Landlords' lawful rights, privileges or interests.

Wilful or negligent damage

29. Based on the evidence before me, I am satisfied that the Tenants caused damage to the refrigerator. In my view, the damage is inconsistent with ordinary use or normal wear and tear.
30. I am satisfied that the Tenants did not repair the damage, pay the Landlords the reasonable costs to repair the damage or make arrangements satisfactory to the Landlords within seven days after receiving the N5 notice of termination. Therefore, the Tenants did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).
31. I am not satisfied that the Tenant's failure to clean the stove caused further damage to the stove after it was serviced by the technician on January 11, 2025. While the Landlords had to purchase a new switch for the stove on November 6, 2025, there is nothing on the service invoice produced by the Landlords [Doc 6883858, page 8] to corroborate their testimony that the Tenant's continued failure to properly clean the stove caused the switch to fail. While the stove is functional, the Landlords admitted that they bought it second-hand in 2019. In my view, it is reasonable that parts may have to be replaced from time to time.
32. Similarly, I am not satisfied the Landlords have proven that the Tenants caused damage to:
 - a) the heat registers in the living room and master bedroom bathroom. The Landlords did not produce any photographs of the damaged registers to corroborate their testimony.
 - b) the baseboard outside the shower stall. In my view, it must be expected that water absorbent materials such as baseboard are going to be exposed to some amount of water when they are located beside a shower stall entrance.
 - c) Caulking around the sinks, toilet and shower base. While there is no doubt that the Tenants' failure to properly clean may have caused mildew and/or mould on the caulking resulting in it being unsightly, it is evident from the Tenants' photographs taken on May 11, 2026, that the caulking can be cleaned up. There is no documentary evidence, such as photographs or videos, to corroborate the Landlords' testimony that the Tenant removed caulking around the kitchen sink.
 - d) Corrugated shower curtain. The Landlords did not produce any documentary evidence, such as product specifications, expected lifetime, or manufacturer's warranty, to corroborate their testimony that mold would not have appeared on the shower curtain if the Tenants had wiped it down after each use, especially given that the shower curtain is over six years old (i.e. Tenants moved into the unit in or around May 2020).

Compensation for damage

33. Given that I have found that the Tenants caused damage to the refrigerator, the Landlords are entitled to compensation to repair or replace the damaged fridge. Based on the Landlord's evidence [Doc 6862667, pages 55-59], I award the amount of \$450.00 to the Landlords representing the cost of a replacement second-hand fridge.
34. For the reasons set out above, there shall be no award for out-of-pocket expenses.

35. I do not find it appropriate to award any amount for the Landlords' labour. Landlords are expected to maintain the rental unit. There is no evidence that the Landlords had to take time off work to carry out repairs.

Daily compensation, rent deposit

36. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
37. The Landlords collected a rent deposit of \$2,200.00 from the Tenants and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of \$237.09 is owing to the Tenants for the period from May 19, 2020 to May 14, 2026.
38. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenants is required to pay.

Relief from eviction

39. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. I say this for the following reasons.
40. The Tenants have lived in the unit for six years and this is the third L2 application (filed on October 20, 2025) regarding the tenancy. The first application was filed less than a year after the tenancy began and was based on the Tenants' repeated failure to comply with instructions to deal with a bed bug infestation. The matter was resolved by order LTB-L-023094-22 issued on March 5, 2024 which provided that the tenancy would be continued as long as the Tenants complied with instructions to deal with the bed bug infestation.
41. The second application was filed on May 31, 2024 alleging that the Tenants repeatedly tampered with and/or removed smoke/CO detector in the unit. The matter was resolved by order LTB-L-043948-24 issued on June 20, 2025, again preserving the tenancy subject to certain conditions placed on the Tenants (i.e. not to tamper with or remove smoke/CO detectors).
42. The Landlords state that the Tenants' behaviour has been ongoing for the last five years and is now starting to have a financial impact, given the damage and issues with appliances, flooring, cabinetry and water leaking into the basement unit. More importantly the Landlords are worried the Tenants' failure to clean excessive grease from the stove and exhaust filter is going to cause a fire.
43. While the photographs of the cleaned sinks and bathrooms on May 11, 2026 indicate to me that the Tenants are capable of cleaning, I am not persuaded by the Tenants submissions that they have totally changed their living style and will ensure that the unit is kept in a state of ordinary cleanliness from now on. Of concern is that the Tenants did not produce any photographs showing the grease had been removed from the stove and the exhaust filter. In my view, the excessive grease and the Tenants' failure to remove it poses a significant fire safety risk. Given that this is the third L2 application in six years regarding this tenancy, the financial impact the Tenants' behaviour is now having on the Landlords and the ongoing fire

safety risk, I find it would be too prejudicial to the Landlords to continue the tenancy. Therefore the tenancy is terminated.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after July 1, 2026.
4. The Tenants shall pay to the Landlords \$450.00, which represents the reasonable costs of replacing the damaged fridge.
5. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.
6. The Landlords owes \$2,437.09 which is the amount of the rent deposit and interest on the rent deposit.
7. As of the date of the hearing, the amount of the rent deposit and interest the Landlords owes on the rent deposit exceeds the amount the Landlords is entitled to by \$1,801.09.
8. If the Landlords does not pay the Tenants the full amount owing on or before June 30, 2026, the Landlords will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

June 19, 2026
Date Issued

Karen Gonçalves
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenants expires on January 1, 2027 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.