



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-078495-24, LTB-L-020094-25

In the matter of: 1232 REDBANK CRES
OAKVILLE ON L6H1Y5

Between: annie pancham Tenant

And

Maryam Rezadehbasi Landlord
Ali Azimi Olyaei

annie pancham (the 'Tenant') applied for an order determining that Maryam Rezadehbasi and Ali Azimi Olyaei (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. (T2 Application)
- harassed, obstructed, coerced, threatened or interfered with the Tenant. (T2 Application)
- withheld or interfered with their vital services or care services and meals in a care home. (T2 Application)
- gave a notice of termination in bad faith. (T5 Application)
- failed to meet their maintenance obligations under the Residential Tenancies Act, 2006 (the 'Act') or failed to comply with health, safety, housing or maintenance standards. (T6 Application)

Ali Azimi Olyaei and Maryam Rezadehbashi (the 'Landlord') applied for an order requiring (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes. (L10 Application)

Ali Azimi Olyaei and Maryam Rezadehbashi (the 'Landlord') applied for an order requiring (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on April 30, 2026.

The Landlord Ali Azimi Olyaei and the Tenant Annie Pancham attended the hearing.

Determinations:

The Tenant's T2, T5, and T6 applications

1. As explained below, the Tenant did not prove the allegations contained in the T2, T5, or T6 applications on a balance of probabilities. Therefore, the Tenant's applications are dismissed.
2. The Tenant's T2 application is dismissed because it did not contain sufficient particulars to allow the Board to determine the allegations. The application lacked necessary details, including dates, times, names, and specific facts about the alleged substantial interference, harassment, obstruction, coercion, threats, interference, or withholding of vital services.
3. The Tenant's T6 application is also dismissed because it did not contain sufficient particulars. The original and amended materials did not provide enough specific information about the alleged maintenance issues, including when the issues occurred, when the Landlord was notified, what response was provided, and how the Landlord allegedly failed to meet the Landlord's maintenance obligations under the Act.
4. The Tenant's T5 application is dismissed because there was no live T5 issue before the Board. The Tenant did not plead any facts supporting a claim that the Landlord gave a notice of termination in bad faith. Rather, the Tenant agreed at the hearing that it was included in their application in error, and the pleadings for that claim were left blank.

The Landlord's L10 application

5. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant shall pay to the Landlord \$314.22.
6. The Former Tenant vacated the rental unit on November 9, 2024.
7. The lawful rent was \$1,950.00. It was due on the 1st day of each month.
8. Based on the monthly rent, the daily rent/compensation is \$64.11. This amount is calculated as follows: $\$1,950.00 \times 12$, divided by 365 days.
9. The parties agreed that the Former Tenant had moved out by November 1, 2024, but left belongings in the rental unit to be removed later. The parties also agreed that the Landlord permitted the Former Tenant to leave belongings in the rental unit for an additional 7 days, until November 7, 2024, without payment of rent. I reviewed the recording filed by the Former Tenant. In that recording, the Landlord did not object to the Former Tenant leaving belongings behind during that period and stated that the Former Tenant would not be charged for those days.

10. The Landlord claimed rent from November 1 to November 9, 2024. However, based on the parties' agreement, I find that no rent or daily compensation is owing from November 1 to November 7, 2024. The Former Tenant acknowledged that, if any amount was owing, it would only be for November 8 and 9, 2024, which were outside the agreed 7-day period. I therefore find that the Former Tenant owes rent/daily compensation for November 8 and 9, 2024, in the amount of \$128.22.
11. The Landlord's claims for damage, cleaning, bin rental, interference, by-law costs, bug screens, stove damage, drywall repair, and other out-of-pocket costs are dismissed. The Landlord did not prove, on a balance of probabilities, that the Former Tenant wilfully or negligently caused undue damage to the rental unit or residential complex, or that the Former Tenant substantially interfered with the Landlord's reasonable enjoyment, lawful right, privilege or interest.
12. The Landlord's evidence did not sufficiently connect the claimed costs to compensable conduct by the Former Tenant. Several claims were unsupported by receipts, invoices, photographs, or other reliable evidence. Where photographs were referenced, they did not establish the extent of damage or cleaning claimed. The Landlord also claimed amounts for their own labour, but did not provide sufficient evidence to establish the work performed, the time spent, or the reasonableness of the amounts claimed.
13. I also find that some of the claimed costs were not recoverable on the evidence before me. The bin rental was not incurred until January 2025, well after the tenancy ended, and I am not satisfied that it was required solely or primarily because of the Former Tenant's belongings. The claims relating to by-law reports and the child-care-related complaint are dismissed because the Landlord did not prove that the Former Tenant made a false or improper complaint, or that those costs resulted from wilful or negligent damage or substantial interference. Therefore, the Landlord's claims for out-of-pocket costs are dismissed.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant's T2, T5, and T6 applications are dismissed.
2. The Landlord's claims for damages and out-of-pocket costs are dismissed.
3. The Former Tenant shall pay to the Landlord \$314.22. This amount represents rent owing for November 8 and 9, 2026, and the Landlord's cost of filing their application.

4. If the Former Tenant does not pay the Landlord the full amount owing on or before July 5, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from July 6, 2026, at 4.00% annually on the balance outstanding.

June 24, 2026

Date Issued

Kyle Anderson

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.