



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-000002-25

In the matter of: 31 WEST PARK AVE
HAMILTON ON L8S3M4

Between: Neeravkumar Trivedi Tenant

And

Nikola Smituc Landlord

Neeravkumar Trivedi (the 'Tenant') applied for an order determining that Nikola Smituc (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.

This application was heard by videoconference on March 2, 2026.

Only the Tenant attended the hearing.

As of 10:07 a.m. the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$918.00.
2. The Tenant was going to be travelling from November 2023 to April 2024 and arranged an approved 'sublet' with the Landlord and prepaid the rent for the six-month period to the Landlord. Issues between the Landlord and the approved guest began in December 2023 and culminated in February 2024. On February 6, 2024 the Landlord told the guest that a trespassing case would be filed if they didn't leave the rental unit. On February 8, 2024 the guest permanently vacated the rental unit on the instruction of the Landlord.
3. I am satisfied that the subtenant or guest was induced to leave the rental unit by the actions of the Landlord, which were not in accordance with any available procedure under the Residential Tenancies Act, 2006, (the 'Act') to end a tenancy.

4. Therefore, I find that 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. The Tenant refunded their guest \$870.00 for the cancelled remainder of their stay. This is less than the lawful rent for the same period. Although the Tenant claims a 100% rent abatement, they had some use of the rental unit as storage for their possessions and retained the ability to return to the same unit instead of looking for new accommodations after their travels. Therefore, I find the appropriate rent abatement is an amount equal to the amount that they refunded their paying guest, that is \$870.00.
5. The Tenant paid \$48.00 to file the application and is entitled to reimbursement of that cost.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$918.00. This amount represents:
 - \$870.00 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by July 11, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by July 11, 2026, the Landlord will owe interest. This will be simple interest calculated from July 12, 2026 at 4.00% annually on the balance outstanding.

June 30, 2026
Date Issued

Dawn Carr
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.