Order under Section 30
Residential Tenancies Act, 2006

Citation: SACHIN v Shah, 2026 ONLTB 56160
Date: 2026-07-23
File Number: LTB-T-025507-25

In the matter of: 231, 231 MICHAELMAS ST
LONDON ON N5Y1N2

Between: SINGH SACHIN — Tenant
Rana Sumit
BONGANE VIRAJ
Ali Minhaj

And

Samruddhi Shah — Landlord
Ankit Shah

SINGH SACHIN, Rana Sumit, BONGANE VIRAJ and Ali Minhaj (the 'Tenant') applied for an order determining that Samruddhi Shah and Ankit Shah (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.

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

The Landlords, the Landlord's Legal Representative, Eric Spalvieri, and the Tenants attended the hearing.

Determinations:

Preliminary Issue: The Applicants were Joint Tenants

1. At the outset of the hearing, the Tenants testified that they were not joint tenants as this was a rooming house. The original lease was with 2 tenants, and then the 4 Tenants were assigned the lease agreement from them.

2. The Tenants testified that they all paid different rent amounts therefore it was not a joint tenancy. The Tenants submitted an excel spread sheet that named each Tenant and their portion of rent. The Tenant Singh Sachin (SS) testified they all moved in on different dates and vacated on different dates, so that is also why it is not a joint tenancy. SS testified that one person would pay the whole amount of the rent to the Landlord. When asked who told

the Tenants how much each of them were required to pay, the Tenants said one of the prior tenants told them. Tenant Viraj Bongane (VB) testified that he was originally responsible for $385.00 per month, but when tenants left the house in January 2025, he started paying $450.00 to make up the shortfall.

3. The Landlord testified that the original lease was a joint tenancy, and when the lease was assigned to the Tenants, it continued as a joint tenancy. The Landlord testified that the Tenants submitted a lease where SS signed but none of the other Tenants had, and testified the second lease submitted by the Tenants was not valid as the Tenants refused to sign, therefore the original lease governed the tenancy. The Landlord further testified that the Tenants moved into the rental unit before the prior tenants had vacated, which further demonstrates that the prior tenants lease governs the tenancy and this was an assignment of the prior lease. The Landlord testified that rent was a lump sum and he did not dictate how rent was paid; rather the Tenants decided amongst themselves their portions of the rent.

4. The lease does not explicitly state what kind of tenancy agreement was created, however it identifies that the tenants that signed the lease were collectively responsible for the monthly rent. In the circumstances, I am satisfied that this is a joint tenancy that was collectively entered into by the Landlord and the prior tenants, and this is the lease that was assigned to the Tenants. Therefore, the Tenants are joint tenants.

Preliminary Issue: Amended Application not filed in accordance with Interim Order

5. The Tenants were given until October 17, 2025 to file their amended application. The Tenants filed their amended application on May 24, 2026. The Tenants testified they filed late because they were busy with other things.

6. As the Tenants did not file their amended application according to the Interim Order, I proceeded based on the original application only.

Preliminary Issue: Landlord claimed the T2 and T6 application is too vague

7. The Landlord sought to have the T2 application be dismissed as there was no information contained in the application or remedy sought. The Tenants were supposed to amend the T2 application to address the deficiencies. As this was not done, the T2 application was dismissed.

8. The Landlord also sought to have the T6 application dismissed as there said the allegations were too vague, did not include specific dates and the Tenant sought a rent abatement under Remedy 1 instead of Remedy 1.

9. I considered the case of *Ball v. Metro Capital Property* [2002] O.J. No. 5931 (Divisional Court) (‘*Ball v. Metro Capital*’). The facts in *Ball v. Metro Capital* were distinguishable in that the details were lacking in a Notice of Termination in the landlord’s application. Notwithstanding that the present case is a tenant application instead of a landlord application, the legal premise of requiring adequate particulars so that the opposing side can understand and respond to the claims being made against them has been long established.

10. The Court held in Ball that, “Particulars should include, dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct...”

11. In Ball, the Court stated that the responding party must be able “to know the specific allegations made so that she/he can be in a position to know the case that must be met; to decide whether to dispute the allegations made before the Tribunal; and to consider whether to stop the conduct or activity or correct the omission…

12. While the Tenants’ application does not have specific dates, the application clearly identifies the issues that they were addressing with general time periods, and the remedy was identified as a rent abatement, despite not being addressed under Remedy 1. I am satisfied that the Landlord was aware of the case that must be met as the allegation is that he did not address the ongoing cockroach infestation, denial of shower access, failure to install door locks, and the exterior was not maintained. The Landlord also submitted evidence in relation to the allegations in the application, which I find indicates he understood to case to be met and was able to respond. As I find that the Landlord was able to understand and to respond to the allegations, I find the application has sufficient particulars. Therefore, the application proceeded.

T6 Application:

13. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.

Cockroach Infestation:

14. The Tenants alleged that from September 9, 2024 to February 2025 there were cockroaches in the kitchen and bedrooms, and the Landlord failed to address the issue.

15. SS testified that he called the Landlord and texted him on approximately Sept 29, 2024 about the issue with the cockroaches. SS testified that there was no pest control and the issue continued until he vacated the rental unit. SS testified that the cockroaches were mostly in the kitchen, would fall onto his plate, and he got ill from the cockroaches, though no documentary evidence was provided to support this claim. SS testified he would stay with his family 3 days a week to be away from the cockroaches.

16. VB testified the cockroaches were an existing problem before them moved in as the Landlord had done pest control previously, and that the first round of pest control happened on December 12, 2024 after they complained on September 29, 2024. VB testified that the Landlord told them in February 2025 that they could not do anything further unless the Tenants vacated the rental unit, and the Landlord brought an N11 notice and an N9 notice for the Tenants to sign, which they declined. VB testified he was admitted to the hospital the first week of May 2025 for an appendix issue, but thought the issues were related to the cockroaches.

17. Tenant Ali Minhaj (AM) testified that there were cockroaches in the unit from the day he moved into the rental unit and he would only cook food at his friend’s house due to the insects in the kitchen. AM testified that the LL treated the cockroaches in December 2024, but no further actions were taken, so the Tenants called bylaw.

18. The Landlord testified that he had pest control completed in May 2024, June 2024 and December 2024. The Landlord testified that the pest control report stated that there was not proper cleanliness in the kitchen and the insect shells were not being cleaned up, so the property would need to be vacated to fully address the issue. The report also stated that the activity in the basement kitchen was light and the activity in the kitchen on the main floor was light to medium. The Landlord provided the report as documentary evidence. The Landlord testified that normally a second round of pest control happens 8 days after the first treatment, however the Tenants said they were busy with school from December 12, 2024 until March 2025.

19. The Landlord testified a second round of pest control occurred on March 22, 2025 where it was reported the activity in the kitchen on the main floor was heavy and the activity in the basement kitchen was light to medium. The report stated that the cabinets in the kitchen were not emptied as instructed, there was rotten food in the kitchen, and a general issue with cleanliness.

20. The Landlord testified that a bylaw officer, Alex Lubick, contacted him on February 5, 2025 about the complaint from the Tenants about the cockroaches. The Landlord testified he sent pictures from the March 22, 2025 treatment to show the state of the rental unit, and the bylaw officer responded on March 26, 2025 that the file would be closing as the Tenants were not doing the minimum required to ensure the treatments worked. The Landlord submitted a copy of the communication with Alex Lubick and the email closing the file.

21. 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.

22. Based on the evidence provided, I am not satisfied that the Tenant’s have proven on a balance of probabilities that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair or maintain the rental unit and did not fail to comply with health. I accept the Landlord’s evidence that when notified of the issue he provided pest control treatments, and the Tenants did not provide any documentary evidence to support their claim that they repeatedly notified the Landlord of issues with cockroaches. I also accept the Landlord’s evidence that the delay in the second treatment was due to the Tenants asking for a time that did not interfere with their education. I further accept the Landlord’s photo evidence and email from bylaw that the Tenants’ contributed to the pest control treatments not working by not maintaining proper cleanliness and failing to prepare the rental unit as required for treatment.

23. As I find that the Landlord did respond to the cockroach issue within a reasonable time period, and that the Tenants were the cause of the delay in the second treatment and the treatment not being effective, this claim must be dismissed.

Issue 2: Exterior Maintenance

24. The Tenants testified that in October 2024 there were leaves on the lawn and the lawnmower provided by the Landlord did not work. The Tenants testified that this affected their studies, but nothing specific was identified as being impacted. VB testified that he hurt his back during the winter from shovelling the driveway after a snowstorm. VB testified he requested the Landlord to provide clarity on snow removal multiple times, though no documentary evidence was provided.

25. The Landlord testified that when he was notified about the lawnmower not working, he told the Tenants to purchase a lawnmower on Facebook Marketplace and he would reimburse them. The Landlord also testified he provided yard waste bags and tools to pick up the dead leaves. The Landlord did not provide documentary evidence of having told the Tenants he would reimburse the cost of a lawnmower. The Landlord testified that he hired a contractor twice for grass cutting and twice for snow removal after snowstorms in December 2024 and January 2025.

26. Based on the evidence provided, I am not satisfied the Tenants' have proven that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair or maintain the rental unit. The allegations provided by the Tenants were vague and lacked details about what days they were referring to for the snow removal, and the Tenants did not provide any evidence on how the leaves and snow impacted them. As the Tenants did not provide evidence to establish how the Landlord failed to maintain the exterior of the rental unit, as I find the oral evidence was very limited and no documentary evidence was submitted, the claim must be dismissed.

Issue 3: Door Locks

27. SS testified that there were no locks on the individual bedrooms, and an appraiser walked into his bedroom without notice. VB and AM testified that the bedroom doors had locks, however they were broken and did not actually lock, which was why they framed the issue as the doors did not have locks. VB testified they notified the Landlord of the issue in October 2024 after the appraiser walked into their bedroom without notice.

28. The Landlord testified that the rooms had a simple lock where the bedrooms could be locked from the inside not the outside. The Landlord testified that the Tenants requested he change the locks to ones that had a key on the door.

29. Based on the evidence provided by both parties, I am satisfied that the doors did have locks, though they were not the type of locks that the Tenants preferred. I find that the Tenants have not proven on a balance of probabilities that the Landlord failed to meet their maintenance obligations under section 20(1) of the Act to repair or maintain the unit. There is no requirement that the Landlord must provide key locks to each bedroom in the rental unit, and while the Tenants stated the locks were broken, they did not provide any evidence to support this allegation. I accept the Landlord's evidence that the locks worked from the inside of the room, and I find that the Tenants have not proven the locks did not work, only that they were not the type of lock that they wanted. As I find that there was no breach in the Landlord's maintenance obligations, this claim must be dismissed.

Issue 4: Shower was Unusable

30. SS testified that from December 21, 2024 to January 7, 2025 he could not use the shower and had to get a gym membership to shower. SS testified that the shower head was dripping. VB testified that they notified the Landlord in mid October that the shower head was dripping and falling outside of the shower, but the Landlord did not respond to the notification. VB testified he did not have access to the shower and bathroom for 20 days. VB testified he asked for the Landlord to ask the basement tenants to use their bathroom or to have them stay in a hotel. The Tenants testified that work started on December 21, 2024 and was completed on January 7, 2025.

31. The Landlord testified that he was notified by AM that the shower head was leaking and spilling over the sides of the shower. The Landlord testified he was working with a contractor and said the repairs would take 2 weeks, however, neither the upstairs Tenants not the tenants in the basement unit notified the Landlord when the issue started, so the damage was more extensive than he thought. The Landlord testified he notified the Tenants on December 20, 2024 that the work would start at the end of December 2024 and the shower area would not be available for approximately 10 days. The Landlord testified that his contractor notified him that the work started in the shower area on December 31, 2024 and the work was finished by January 6, 2025, and the contractor confirmed that the Tenants had been notified prior to January 8, 2025. The Landlord submitted the text messages with the contractor as documentary evidence.

32. 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.

33. Based on the evidence provided, I am not satisfied that the Tenants' have proven on a balance of probabilities that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair or maintain the rental unit. I accept the Landlord's evidence that he was notified around mid October of the issue, and while the shower head was leaking until the flooring was fixed in December 2024, the Tenants still had full use of the bathroom and there was no impact identified. I also accept the Landlord's evidence that the Tenants only had restricted access to the shower in the bathroom from December 31, 2024 to January 6, 2025, a total of 7 days, not the 20 days as claimed by the Tenants. The Landlord's evidence was supported through the text messages from the contractor submitted as documentary evidence that outlined the day work started and the day it was finished. I find that the Landlord responded to the maintenance issue within a reasonable period of time, and the Tenants were impacted for a maximum of 1 week while the issue was fixed. As the Landlord acted within a reasonable period of time, I am satisfied that they did not breach their maintenance obligations. As a result, the claim must be dismissed.

It is ordered that:

1. The Tenants application be dismissed.

July 23, 2026
Date Issued

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Allana McComb
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.