



Order under Section 21.2 of the  
**Statutory Powers Procedure Act**  
and the **Residential Tenancies Act, 2006**

**File Number:** CET-92701-20-RV

**In the matter of:** UPPER, 51 LOFTSMOOR DRIVE  
BRAMPTON ON L6R3R3

**Between:** Richard Fatak  
Klaudia Fatakova  
Virginia Fatakova  
Martina Czuczova  
Tenants

**and**

Gagandeep Khurana  
Landlord

**T1 Application**

Richard Fatak (RF), Klaudia Fatakova, Virginia Fatakova and Martina Czuczova (the 'Tenants') applied for an order determining that Gagandeep Khurana (the 'Landlord') has collected or retained money illegally.

**T2 Application**

The Tenants also applied for an order determining that the Landlord harassed, obstructed, coerced, threatened or interfered with them, substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household and withheld or deliberately interfered with the reasonable supply of a vital service, care service, or food that the Landlord is obligated to supply under the tenancy agreement.

**T6 Application**

The Tenants also applied for an order determining that 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.

These applications were resolved by order CET-92701-20 issued on June 30, 2020.

On August 31, 2020, the Tenants requested a review of the order.

The request was heard by tele-video conference on May 11, 2021.

The Tenants and the Landlord attended the hearing. Zia Ur Rehman Kiani attended the hearing as a witness for the Landlord. Eva Martincekova attended the hearing as a translator for the Tenant.

**Determinations:**

**Request to Review:**

1. I am satisfied that the Tenants did not have a reasonable opportunity to participate in the proceedings. RF, the tenant taking carriage of this matter, does not speak English. He misunderstood the previous notice of hearing and attempted to attend the hearing in person rather than by telephone resulting in the application being dismissed as abandoned. I accept that the Tenants always intended to pursue this matter. As a result, order CET-92701-20 issued on June 30, 2020 is cancelled and the Tenants' applications proceeded to be heard on the merits.

**T1 Application:**

2. The Tenants' T1 application is dismissed.
3. RF testified that the Tenants paid a \$1,000.00 security deposit in addition to a rent deposit. The Tenants submitted a text message from the Landlord requesting a \$1,000.00 security deposit. The Tenants did not have a receipt indicating that they paid the \$1,000.00 security deposit.
4. The Landlord testified that he requested the security deposit, but that the Tenants never paid it.
5. I did not find the documentary evidence sufficient to persuade me that the Tenants paid the \$1,000.00 security deposit. I also did not find the testimony of either party to be more persuasive than the other.
6. As a result, based on the evidence before me, I am not satisfied that the Tenants have met the burden of proof, on a balance of probabilities, to establish that the Landlord collected or retained money illegally by collecting a \$1,000.00 security deposit.
7. As a result, the Tenants' T1 application is dismissed.

**T2 Application:**

8. RF testified that the Landlord cut off the heat to the rental unit for five days starting on November 24, 2019. RF further testified that the Tenants called the city by-law enforcement at which time the heat was turned back on. The Tenants did not submit any documentary evidence from the city by law enforcement with respect to this issue.
9. The Landlord denied interfering with the heat at the rental unit. He testified that he resides in the basement of the house below the Tenants' rental unit. He further testified

that the building is heated by a single forced air furnace and that if he discontinued heat to the Tenants' rental unit, he would also be discontinuing heat to his own unit.

10. In the absence of any documentary evidence to support the Tenants' position, I find the Landlord's testimony on this point to be more persuasive than RF's as it would not make sense for the Landlord to discontinue his own heat.
11. As a result, based on the evidence before me, I am not satisfied that the Tenants have met the burden of proof, on a balance of probabilities, to establish that the Landlord discontinued the heat on November 24, 2019.
12. RF testified that in mid-November 2019, the Landlord retrieved the mailbox key from the Tenants and did not return it to them. RF also alleged that the Landlord did not give the Tenants any of their mail. RF said that the Tenants did not have access to their mail from mid-November 2019 until May 2020 when the Tenants persuaded the mail delivery person to set their mail aside for them.
13. The Landlord denied getting the mailbox key back from the Tenants and denied interfering with the Tenants' mail. He testified that the Tenants were not giving him his mail so he changed his mailing address.
14. I did not find the testimony of either party to be more persuasive than the other with respect to this issue.
15. As a result, based on the evidence before me, I am not satisfied that the Tenants have met the burden of proof, on a balance of probabilities, to establish that the Landlord interfered with their mail.
16. RF testified that the Landlord started interfering with the Tenants' parking in September 2019. He said that he only had access to parking 2 to 3 times per month when the Landlord was away, but otherwise the Landlord parked at the end of the driveway preventing the Tenant from accessing the parking spot closer to the house. The Tenants submitted several photos which showed the Landlord's car parked at the end of the driveway preventing the Tenant from accessing the parking spot closer to the house. The Tenant further testified that he had to park on the street when the Landlord blocked him from parking and that he received parking tickets totaling \$333.00 because of this.
17. The Landlord denied interfering with parking. He explained the Tenants' photographs by stating that he frequently stopped by the house for brief periods of time and that he would park at the end of the driveway on these occasions. He said the Tenants were always home and that they must have taken these photographs during these brief visits. He also suggested that the Tenants may have taken the photographs after the tenancy terminated in September 2020.
18. I preferred RF's testimony with respect to this issue. The Landlord's first explanation for the photographs did not make sense as the Tenants' car would be parked in the driveway closer to the house if they were home and the Landlord was stopping by momentarily. The Landlord's second explanation for the photographs, although not impossible, was

highly improbable. In addition, if the photographs were taken after the tenancy had terminated, the Landlord's car would likely have been parked closer to the house rather than at the end of the driveway. The photographs were more consistent with RF's assertion that the Landlord parked his car at the end of the driveway in order to block the Tenant from accessing the parking spot closer to the house.

19. As a result, based on the evidence before me, I am satisfied that the Tenants have met the burden of proof, on a balance of probabilities, to establish that the Landlord interfered with parking.
20. RF testified that the Landlord removed the Tenants' Christmas decorations in front of the house on December 23, 2019, that the Tenants put them up again, and that the Landlord removed them again. RF testified that he called the police with respect to this issue, but he did not have any documentary evidence from the police or witnesses with respect to this issue.
21. The Landlord testified that he did not interfere with the Tenants' Christmas decorations. He said that the Tenants did call the police with respect to this issue, that the police arrived, that the Landlord showed the police the video surveillance footage at the property, and that the police were satisfied that he did not interfere with the decorations and left.
22. I did not find the testimony of either party to be more persuasive than the other with respect to this issue.
23. As a result, based on the evidence before me, I am not satisfied that the Tenants have met the burden of proof, on a balance of probabilities, to establish that the Landlord interfered with their Christmas decorations.
24. In light of the above, I find that the Landlord substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household by interfering with the Tenants' parking.
25. I find it appropriate to order that the Landlord pay the Tenants \$333.00 for out-of-pocket expenses resulting from parking tickets when they were not able to park in the driveway. I am mindful of the Landlord's submission that the parking tickets resulted from the Tenants having more than one car, however, I found this to be speculative and I preferred RF's testimony as to how he got the parking tickets.
26. The Tenants did not request an abatement of rent in the T2 Application so none is awarded.
27. The Tenants requested compensation for pain and suffering, but I did not find this appropriate for interference with parking.

**T6 Application:**

28. The Tenants claimed that there were cockroaches in the rental unit. RF testified that he told the Landlord about the cockroaches, that RF bought some products to eradicate the cockroaches, that he told the Landlord he was going to use these products, and that he subsequently told the Landlord that these products did not work and that he wanted the Landlord to do further treatment.
29. The Landlord testified that RF told him about the cockroaches, that the Landlord provided the Tenant with some products to eradicate the cockroaches, and that the Tenant did not tell him that the products did not work or that further treatment was needed.
30. I did not find the testimony of either party to be more persuasive than the other with respect to this issue.
31. As a result, based on the evidence before me, I am not satisfied that the Tenants have met the burden of proof, on a balance of probabilities, to establish that the Landlord breached his obligations under the Act.
32. RF testified that the Landlord sent a neighbour to the rental unit in August 2019 to investigate a leak coming in through the ceiling. The neighbour cut a hole in the ceiling. The Tenants submitted a photograph of the hole. RF testified that this hole was never fixed.
33. The Landlord said that he did not send a neighbour to investigate a leak from the ceiling, that he was unaware of any hole, and that there was no hole in the ceiling when he recovered possession of the rental unit.
34. I prefer RF's testimony with respect to this issue as it was supported by photographic evidence of the hole in the ceiling.
35. With respect to the remainder of the maintenance issues identified in the Tenants' T6 Application (i.e. locks on interior doors, stove, damage to kitchen wall, close dryer, electrical outlets in front rooms and for refrigerator, and kitchen balcony door), RF testified that he verbally told the Landlord about these issues and the Landlord testified that he was not informed of these issues and that he was unaware of them.
36. I did not find the testimony of either party to be more persuasive than the other with respect to these issues.
37. As a result, based on the evidence before me, I am not satisfied that the Tenants have met the burden of proof, on a balance of probabilities, to establish that the Landlord breached his obligations under the Act with respect to these other issues.
38. In light of the above, I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair the rental unit by failing to repair the hole in the ceiling. Having said that, I find this to be a minor breach warranting a nominal

abatement of one percent from August 2019 to September 2020 in the amount of \$312.00 (i.e. \$2400.00 monthly rent x 1% x 13 months).

**It is ordered that:**

1. Order CET-92701-20 issued on June 30, 2020 is cancelled and replaced by this order.
2. The Landlord shall pay to the Tenants the sum of \$645.00 representing \$333.00 for out of pocket expenses relating to interference with parking and \$312.00 for breach of the Landlord’s obligations under section 20(1) of the Act.
3. If the Landlord does not pay the Tenants the full amount owing by May 28, 2021, the Landlord will owe interest. This will be simple interest calculated from May 29, 2021 at 2.00% annually on the outstanding balance.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

2021 CanLII 88550 (ON LTB)



Richard Ferriss  
Member, Landlord and Tenant Board

**May 17, 2021**  
**Date Issued**

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Mississauga ON L4Z2G5

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.