



**Order under Section 30,31, & 69  
Residential Tenancies Act, 2006**

**Citation:** Matic v Luceri, 2024 ONLTB 48475

**Date:** 2024-07-03

**File Number:** LTB-L-023095-22  
LTB-T-030749-22  
LTB-T-048308-22

**In the matter of:** B, 1161 Kos Blvd.  
Mississauga ON L5J4L3

**Between:** Dragan Matic Landlord

**And**

Amber Luceri Tenants Milad Danish (aka danesh)

Dragan Matic (the 'Landlord') applied for an order to terminate the tenancy and evict Amber Luceri and Milad Danish (aka danesh) (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

**And**

Amber Luceri  
Milad Danish (aka danesh) Tenants

**And**

Dragan Matic Landlord

Amber Luceri and Milad Danish (the 'Tenant') applied for an order determining that Dragan Matic (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.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

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- 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 April 8, 2024.

The Landlord and the Landlord's Legal Representative Cathy Corsetti and the Tenants attended the hearing

**Procedural History:**

1. The Landlord's application first appeared before the Board on January 12, 2023, and adjourned to the Tenants' requested to combine their 2 Tenant applications and the Landlord's application. The Board granted the Tenants' request to combine their 2 applications and the Landlord's application.
2. On February 12, 2024, the applications had been combined, again the Tenant requested an adjournment to perfect their T2/T6 applications. I granted the adjournment to perfect the applications and issued an interim order. All parties agreed on the return date of April 8, 2024.

**Determinations:**

Landlord's L1 application – now converted to an L9 application

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The parties agreed that the Tenants vacated the rental unit on June 30, 2022. Rent arrears are calculated up to the date the Tenants vacated the unit.
4. The lawful rent is \$1,350.00. It was due on the 1<sup>st</sup> day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The Landlord testified that the rent arrears owing to June 30, 2022, are \$4,082.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,350.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.

9. The Tenant did not ask any cross-examination questions of the Landlord about the rent arrears outstanding.

Tenants' T2 & T6 Application

Gas Leak

10. Mr. Danish testified that on or about March 9, 2020, Enbridge Gas attended the rental unit and issued an A-Tag. The Tenant claims that he lived through a gas leak for many years, he had sent letters to the city about the Landlord's illegal basement and felt because of the gas leak the whole basement could blow up. The Tenant contends that the Landlord has received many Red Tags from Enbridge to fix the issues and the Landlord has not fixed the issues.

11. The Landlord submitted an email dated February 29, 2024, which states:

"...in 2020 and 2021 we had a few calls to Enbridge for a gas smell issue. The ATag were issued, we called the technicians, and the issues were resolved on the same to next day. Can you please let me know if your records indicate that any issues in the past were resolved in a timely manner and the account is up to date.

Signed Dragan Matic".

Eesha from Enbridge responded, "Hi there, all cases in those years are closed off, they are up to date".

12. When I examine the evidence presented, the email submitted by the Landlord on February 29, 2024, establishes there are no on-going issues. Further, Mr. Matic email establishes the issues were resolved on the same to next day, his email quoted, "...The A-tags were issued, we called the technicians, and the issues were resolved on the same to next day...". I have no evidence presented by either Mr. Danish or Ms. Luceri that the Landlord did not fix the gas issue the same or next day. Further, the Tenants presented no evidence to establish this was an on -going issue from March 2020. The Tenants provided more narrative evidence, but no times or date specific, which cannot be adjudicated or defended.

13. As a result, the Tenants claim for gas leak will be dismissed, as no evidence presented to establish the issue was not resolved the same to next day.

Illegal Basement Unit

14. The Tenants contend that the rental unit does not have a building permit from the City of Mississauga. The Tenants claim that the basement was inhabitable for 5 years since they moved into the rental unit in 2016.

15. The City of Mississauga issued an Order to Comply about the basement second unit, and it was existing without a permit. I will note this email was written by the City Inspector on July 4, 2022, which is 4 days after the Tenants had vacated.
16. The Landlord Mr. Matic testified that the basement rental unit is now registered with the City of Mississauga, as of the beginning of 2023. He complied with the City's order and made the adjustments needed to get the basement according to the city requirements.
17. When I examine the evidence presented by both parties, the only evidence the Tenant presented is when they moved out of the rental unit. The email from the city is dated July 4, 2022, and states an order to comply was issued to the Landlord. The Landlord testified he complied with the city order in 2023, this evidence was not disputed by the Tenants. The Tenants presented evidence about a complaint about the rental unit at a time they had already vacated. The Tenants cannot comment about the rental unit when they have vacated. I feel there is no impact to the Tenant, as they led no evidence to show that in the 5 years they lived at the rental unit, they reported the rental unit to the city, it was only after they vacated. I feel their complaint to the city about the rental unit being illegal is retaliatory. When I look at the time frame, the Tenants never reported the rental unit to the city until they were about to vacate. I find it more likely than not, that if a tenant had an issue or concern about the rental unit being illegal, it would have been addressed during the tenancy, rather than waiting until it was about to end to deem it illegal.
18. The Tenants claim for an illegal basement unit will be dismissed.

*Basement is unsafe, windows, and noise*

19. The Tenants stated that the furnace room had water leakage for years, mold was present throughout the entire rental unit because of the stagnant water. The Tenants contend that the rental unit did not have the proper insulation and ventilation which increase the presence of mold.
20. Mr. Danish stated that because of the moisture level he was not getting any sleep, resulting in him having mental health issues. He claimed the Landlord would buy \$20.00 Amazon Gadgets to deal with the gas leaks throughout the rental unit and he was worried the place may blow up.

21. Ms. Luceri testified she was living with mold smells, and it was not a good situation. The bathroom fan was clogged, which helped the mold growth in the bathroom. She contends to have been living like this for awhile. There was no evidence presented by the Tenant about when the Landlord was notified about this issue.
22. She testified there were no locks on the windows and have they lived this way for 5 years. Ms. Luceri testified that a man came to the door on the morning of May 28, 2022, he knocks on the door, and she noticed there was a crew outside with ladders and windows. She testified that she received less than 24-hour notice from the Landlord and did not allow the crew to change her windows and contends “no windows got replaced, not while I was living there”. There was no evidence presented by the Tenant about when the Landlord was notified about this issue.
23. Mr. Danish testified it was very difficult to work from home because of the noise level coming upstairs from the Landlord. Ms. Luceri testified that the Landlord lives upstairs with his family. On or about February 14, 2022, she heard shouting, extreme object throwing, and the ceiling was vibrating. This happened everyday until they moved out on June 30, 2022. The Tenant presented videos of heavy foot stomping, screaming from a distance, and faint music. I will note no evidence was presented about the time or date of these videos were taken, nor was the videos date stamped.
24. Ms. Luceri testified that someone named Frank would show up at the rental unit, unannounced and attend the property for maintenance, without notice. I will note the Tenant did not provide an exact date Frank appeared only a range of February and June 2022, no exact date.
25. Ms. Luceri stated that in April 2022 around 6:30 p.m. someone appeared at the rental unit claiming to work for the LTB. She texted the Landlord to come outside, this person when confronted by the Tenant went back to his vehicle. I asked the Tenant if she had a licence plate, name of the person, or police report, she replied no. There is no nexus in the evidence that links this person to the Landlord.
26. This matter was adjourned from February 12, 2024, as the Tenant gave verbal submissions about their monetary value now changing to the Board’s maximum of \$35,000.00. Furthermore, the Tenant was advised that both applications were lacking details and did not set out the minimum information required for either the Landlord/Respondent or the Board to understand the claims being made. The Tenants were given until February 27, 2024, to perfect their applications.
27. I issued an interim order on February 21, 2024, giving the Tenant instructions about information required about their allegations, as follows:
  1. a description of the issue

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2. the date the issue started
  3. the date the Tenant told the Landlord about the issue
  4. whether the issue was resolved
  5. what the Tenant would like the LTB to order for the issue (the remedy requested).
28. The Tenant did not amend their application nor provide enough reasons and details to allow the Landlord to make full answer and defence. I allowed both tenants to give viva voce evidence in the hopes that it may solve some of their evidentiary issues, but it did not. The Tenants continued to provide hypothetical scenarios and submissions with no evidence to support their allegations.
29. 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.
30. The types of particulars expected in notices and applications include dates, times, and a detailed description of the alleged conduct or behaviour. This allows the responding party to know the case they have to meet and to prepare their defence.
31. The Board’s tenant application forms have been developed with written instructions to elicit the necessary details required. For example, the T6 form states at page 3: “*Explaining your Reason: What is the problem? If there is more than one problem, list each problem. Give the date each problem started. Has the problem been repaired? If so, give the date it was repaired and explain who repaired it. Explain who or what may have caused the problem. How did you inform the landlord about the problem?*”
32. In this case, the Tenant lack of particulars do not allow the Landlord and the Board an understanding of what issues are being alleged. The Landlord’s right to know the claims being made against them and providing the Landlord the adequate opportunity to know the issues in a timely manner, outweighs the prejudice to the Tenant who had ample opportunity to perfect their T2/T6 Application during the life cycle of this matter.
33. According, in the remaining allegations in the Tenants’ T2 and T6 application shall be dismissed.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of June 30, 2022, the date the Tenant moved out of the rental unit.

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2. The Tenant shall pay to the Landlord **\$2,546.00**. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before July 14, 2024, the Tenant will start to owe interest. This will be simple interest calculated from July 15, 2024 at 7.00% annually on the balance outstanding.
4. The Landlord withdrew their L2 based on N12 application, I consented to the request. Therefore, the Landlord's L2/N12 application is closed.
5. The Tenants' remaining allegations of their T2 & T6 application of unsafe, windows, noise are also dismissed, for lack of particulars.

**July 3, 2024**

**Date Issued**

\_\_\_\_\_  
Anthony Bruno

Member, Landlord and Tenant Board

15 Grosvenor St, 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.

### Schedule 1 SUMMARY OF CALCULATIONS

**A. Amount the Tenant must pay as the tenancy is terminated**

Rent Owing To Move Out Date	\$4,082.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,350.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00

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<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$2,546.00</b>

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