



**Order under Section 31  
Residential Tenancies Act, 2006**

**Citation:** Mamone v Mahini, 2023 ONLTB 42852

**Date:** 2023-06-14

**File Number:** LTB-T-077466-22  
(formerly file # SOT-19220-21)

**In the matter of:** B, 38 Centennial  
Welland Ontario L3C2M4

**Between:** Aghdas Mahini Landlord

**And**

Cassandra Terrybery and Johnathan Mamone Tenants

**Your file has been moved to the Landlord and Tenant Board's new case management system, the Tribunals Ontario Portal. Your new file number is LTB-L-077466-22**

Cassandra Terrybery and Johnathan Mamone (the 'Tenants') applied for an order determining that Aghdas Mahini (the 'Landlord') has not repaired or maintained the rental unit or the residential complex, or has not complied with health, safety, housing or maintenance standards

This application was heard by videoconference on March 25, 2021 at 9:00 a.m.

Only the Tenants attended the hearing.

As of 9:29 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. The Tenants allege that not repaired or maintained the rental unit has not complied with health, safety, housing or maintenance standards.
2. The Tenants moved into the rental unit on October 4, 2019.
3. This rental unit was within a 4 plex building.

4. The monthly rent was \$1,000.00 per month.
5. The Tenants allege the following:
  - a) That the foundation was leaky
  - b) Upstairs toilet was leaking down to the lower level
  - c) Black mould was forming in the bathroom
  - d) The kitchen ceiling had collapsed
  - e) Mould was forming in the main entrance
  - f) Bees were entering one of the bedrooms
  - g) There was rat infestation in the rental unit

Tenant submissions

6. Uncontested testimony from the Tenant was that Landlord was apprised of the maintenance issues in February 2020 and he continued to advise her of his concerns continually throughout the tenancy.
7. The Tenant submitted a series of pictures that support his allegation as follows:
  - a) A picture of a pair of pants that appeared to be chewed
  - b) A picture of a dead rat
  - c) A picture of mould buildup on the windowsill
  - d) A picture of rodent droppings on the floor

Remedies sought:

8. Remedy 1: Rent abatement of \$7,000.00

Remedy 2: Costs of items damaged - \$6,600.00

Remedy 3: Reimbursement of out-of-pocket cost of \$1,000.00

Remedy 4: Reimbursement of repair cost of \$100.00

Remedy 6: An order to have the Landlord do required repairs

Remedy 7: An order for the Landlord not to increase rent until repairs are completed

Remedy 9: An order for the Landlord to pay the Tenant the application costs

Residential Tenancies Act, 2006 (the "Act")

9. Section 20 (1) of the Act states the following:

“A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.”

Analysis:

10. Based on uncontested testimony by the Tenant and several pictures submitted into evidence I find that the Landlord has not maintain the rental unit in a good state of repair and for habitation.

11. I will award the Tenants the following:

a) Remedy 1: An abatement of rent of 40% from the time they initially informed the Landlord of their concerns, from November 2019 to the time of the hearing March 2021.

This will be calculated as follows:

Rent of \$1000.00 x 40% = \$400 per month for 17 months or \$6,800.00

b) Remedy 2: The Tenant claimed \$6,600.00 for items damaged however was unable to provide receipts or supporting documentation.

Absent any supporting documents I will award the Tenant the sum of \$1,000.00

c) Remedy 3: The Tenants claimed out of pocket expenses of \$1,000.00 however did not provide any invoices or documents to support their claim.

Absent any support documents I will award the Tenants the sum of \$300.00

d) Remedy 4: The Tenants requested reimbursement of \$100.00 for costs for repair, however, did not provide any supporting documents.

I have already granted out-of-pocket expenses and will deny this request.

e) Remedy 6: The Tenants requested that the Landlord do required repairs to the rental unit.

I will decline to make an order for this request. Absent any formal documents or professional evaluation, by a Professional Engineer or Property Manager specialist, this request is too broad in scope.

If the Tenants continue to experience maintenance issues, they may refer this situation to the local property standards section of their municipality for follow-up and evaluation.

- f) Remedy 7: The Tenants requested that the Landlords be ordered not to increase the rent until such time as the required repairs are completed.

As the scope of the required work is unestablished, I will decline to make this order.

- g) Remedy 9: The Tenants requested the Landlord be ordered to pay the Tenant's application filing fee of \$53.00

I will grant the Tenant's request for re-imbusement, by the Landlord, of the \$53.00 application filing fee.

The Tenants also submitted that the Landlord has received an order in relation to the same Tenants at the same address for the same tenancy, pursuant to Order SOL-15351-20; the parties may wish to consider an off-set to the order received.

**It is ordered that:**

1. The Landlord shall pay the Tenants an abatement of rent of \$6,800.00
2. The Landlord shall pay the Tenants \$1,000.00 for damaged items.
3. The Landlord shall pay the Tenants \$ 300.00 for out-of-pocket expenses.
4. The Landlord shall pay the Tenants \$ 53.00 for the application filing fee.
5. The total the Landlord shall pay to the Tenants is \$8,153.00
6. If the Landlord does not pay the Tenants the full amount owing on or before June 25, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 26, 2023 at 6.00% annually on the balance outstanding.
7. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.

**June 14, 2023**

**Date Issued**

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Peter Pavlovic

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor Toronto  
ON M7A 2G6

**File Number:** LTB-T-077466-22

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

2023 ONLTB 42852 (CanLII)