



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

File Number: LTB-T-100961-24-RV2

In the matter of: 3883 QUARTZ RD
MISSISSAUGA ON L5B0M4

Between: Mohammad Al-Naser
Awj Badr Edeen Marie Tenants

And

Priscilla Creado
Lyonel Jude Landlords

Review Order

Mohammad Al-Naser and Awj Badr Edeen Marie (the 'Tenants') applied for an order determining that Priscilla Creado and Lyonel Jude (the 'Landlords') :

- entered the rental unit illegally and substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household (T2 application);
- gave a notice of termination in bad faith (T5 application); and
- failed to meet the Landlords' maintenance obligations under the *Residential Tenancies Act*, 2006 (the 'Act') or failed to comply with health, safety, housing, or maintenance standards (T6 application).

This application was resolved by order LTB-T-100961-24 issued on July 14, 2025.

On July 18, 2025, the Landlords requested a review of the order and that the order be stayed until the request to review the order is resolved.

On July 22, 2025 interim order LTB-T-100961-24-RV-IN was issued, staying the order issued on July 14, 2025.

On September 8, 2025, LTB-T-100961-24-RV was issued, granting the review and sending the application to a de novo hearing.

This application was heard by videoconference on November 26, 2025.

The Landlords, Landlords' legal representative Joseph Tonnos, and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay the Tenants \$3,868.94.

Testimony of Mohammad Al-Naser

2. The rental unit is located in a new condominium located in a high-rise building. The Tenant was informed the occupancy into the condominium was on an interim basis, as the builder had not yet transferred ownership of the unit to the Landlord. The parties entered into a lease agreement.
3. The Tenant testified that he and his wife began occupying the rental unit on December 5, 2023, spending time there intermittently while ordering furniture throughout December. They fully moved in on January 7, 2024, at which time his wife was pregnant. Shortly after moving in, they noticed the unit was cold and lacked proper heating. On January 12, 2024, during a storm, they observed a significant draft entering the unit, which worsened the cold conditions. Videos showing airflow within the unit were submitted into evidence.
4. The Tenant further testified that he immediately informed the Landlords of the issue. The Landlords provided three space heaters; however, only two could be used simultaneously, as the third frequently caused the circuit to short. This resulted in a substantial increase in utility costs. The Landlords contacted building management, who scheduled an inspection for January 16, 2024, and advised that parts would be ordered for repair of the heat.
5. On January 12, 2024, the Tenant noticed various trades people entering and leaving the building without security accompaniment, contrary to management's prior assurances. Despite ongoing communication between the parties, the problem persisted. On March 1, 2024, the Tenant emailed the Landlords reporting continued cold conditions. He testified that the Tenants avoided staying in the unit due to the temperature, only visiting during warmer days.
6. On March 26, 2024, the Landlords requested an inspection however no one attended. On March 28, 2024, the Landlord accessed the unit without providing notice. An email chain dated April 2, 2024, which was entered into evidence, shows the Tenant requesting proper notice for entry. Despite repeated follow-ups, the Landlord continued scheduling visits with different contractors, none of whom appeared fully informed of the issues.
7. On April 12, 2024, the Landlord requested access for April 15, 2024, with a broad window of entry between 9:00 a.m. to 4:00 p.m. On April 18, 2024, the Tenant complained to the Landlords about unauthorized entry. The Tenant entered emails and videos into evidence to support their position that the Landlord did not provide proper notice to enter.
8. The final visit appeared to address replacing the bedroom window frame and re-caulking, as the bedroom (located in a corner unit) was the main source of drafts. Repairs were completed on May 8, 2024, but the Tenant vacated the unit for two weeks due to the strong caulking odor. Upon returning on May 21, 2024, they discovered the HVAC system was not functioning, leaving the unit without air conditioning during an impending heat wave. A text message entered into evidence shows the Tenant reporting an indoor temperature of 25°C.

9. The Tenant continued pressing for repairs, requesting updates from the Landlord on May 24, 2024. On June 1, 2024, the Landlord advised that the issue was due to water flow problems and was still under investigation by the condominium. The Landlord requested further access to the rental unit, which the Tenant denied due to lack of 24-hour notice. These emails exchanges were entered into evidence.
10. On June 19, 2024, the Tenant left the rental unit again because of extreme heat. On June 24, 2024, the Tenant emailed the Landlord for updates and were told the problem affected corner units only. This email exchange was entered into evidence.
11. On June 28, 2024, the Tenant texted the Landlord stating the unit was uninhabitable and requested a one-month rent waiver and reduction. This text message was entered into evidence. The Landlord responded by adding their agent to the conversation, which the Tenant perceived as rude and unhelpful. The agent's message included demands for a doctor's certificate to confirm health risks for an indoor temperature of 27°C, rejected rent reduction requests, and warned of potential rent increases and non-renewal of the lease. The message also referenced builder warranty issues and suggested the Tenant's lack of cooperation could result in penalties.
12. On June 29, 2024, the Landlord sent an email to the Tenant as follows:

"Hello Mohammad,

You were the first occupants of a brand new apartment in a building that is still under construction. Issues with the unit were unknown at that time since it had not been lived in. All new homes built in Ontario are provided with a warranty by the builder and Tarion's role is to ensure that buyers receive the coverage they are entitled to under this warranty. This warranty is for a period of 7 years and the builder is obligated to rectify deficiencies noted by the homeowner. The homeowner cannot independently carry out any repairs during this period as this will render the warranty null and void. Further, since this is "interim" occupancy, the unit is not technically ours. It still belongs to the builder and the builder is responsible to carry out any repairs. Given that there are no assurances that there will be no further issues with the unit and there are also structural deficiencies (cracks in the ceiling and wall) that have also been identified, which will have to be rectified by the builder as part of the warranty. This will cause inconvenience to you and your family whilst the repairs are being carried out. This is not within our control or purview.

Considering that you have an infant on the way it would be best for you to look for another well established home. The current lease for Suite 4310, 3883 Quartz Road, Mississauga ON L5B 0M4, may be considered to be terminated at month end, July 2024. Please treat this as notice that your lease is being terminated and your last date of occupancy is July 31, 2024. Your deposit of last month's rent will be applied towards the rent for July 2024.

Regards, Priscilla"

13. The Tenant asserted that the Landlord's email amounted to an effective termination, equivalent to an N13 Notice, though he acknowledged it did not meet statutory requirements.
14. On July 3, 2024, the Tenant submits that the Landlord entered the unit without notice. The Tenant subsequently denied access to the Landlord on July 12, 2024 due to lack of notice. The Tenant testified that these events caused significant stress and vulnerability.

15. Ultimately, the Tenant signed a new lease for August 15, 2024, at a rate \$450.00 higher per month than the previous rent. In total, the Tenant was unable to occupy the unit for approximately two weeks due to caulking odor, two weeks due to heating issues, and 1.5 months due to lack of air conditioning.
16. The Tenant claimed the unit was uninhabitable and seeks the following remedies:
 - Rent abatement: \$3,200.00 (the full monthly rent) × 8 months
 - Rent differential: \$450.00 (new, higher rent × 12 months)
 - Moving expenses: \$1,027.76 (an invoice for moving was entered into evidence)
 - General compensation for loss of enjoyment, stress caused by illegal entries, and inability to use the unit due to heating and cooling failures.
17. In cross-examination, the Tenant confirmed the Landlord did not personally enter without notice as entries were performed by contractors or management. The Tenant agreed that the Landlord communicated with management about giving notices to enter but believed more could have been done. No items were ever reported missing.
18. In cross-examination, the Tenant acknowledged understanding the rental unit was under interim occupancy and construction, and that repairs were the builder's responsibility and under warranty. The Tenant confirmed that he denied entry to the Landlord multiple times due to a lack of 24-hour notice, even during extreme heat when the Landlord wanted to repair the air conditioning.
19. Finally, in cross-examination, the Tenant confirmed they moved to a larger townhouse in Oakville, citing cost considerations compared to Mississauga.

Testimony of Leonel Creado

20. The Landlord testified that the rental unit measures approximately 900 square feet. The Landlord stated that the Tenant was aware of certain deficiencies in the rental unit at the outset, including issues with the window and a gap in the door frame, which were to be addressed by the builder under warranty.
21. The Landlord denied personally entering the unit without notice and explained that any entries were carried out by contractors or building management. The Landlord testified that he was not given notice by the builder prior to entry. Whenever the Landlord became aware of a scheduled entry, they forwarded the information to the Tenant, and copies of these forwarded emails were entered into evidence.
22. On March 28, 2024, the Tenant alleged there was an entry without notice. The Landlord explained that the builder was originally scheduled to attend on March 26, 2024, but failed to do so and instead entered on March 28, 2024 without providing any additional notice.
23. On April 17, 2024, the Tenant again reported unauthorized entry. The Landlord testified they had no prior knowledge of this visit and could not control who entered the rental unit.

24. The Landlord entered an email dated July 3, 2024 that shows the Landlord instructing building management to provide proper notice and to ensure security accompanied anyone who entered the unit.
25. The Landlord openly questioned how contractors accessed the unit without security present and was certain that contractors were also present with additional individuals to ensure oversight.
26. Regarding maintenance (including the windows), the Landlord testified that they addressed the Tenant's concerns promptly and communicated with the builder to expedite repairs. Despite this, the Landlord acknowledged that heating was inadequate during the winter and provided portable heaters to the Tenant as a temporary measure.
27. The Landlord entered an email dated January 19, 2024 into evidence that shows the Landlord informing the builder that the unit was "uninhabitable during winter" and urging immediate repairs due to drafts. The builder responded the same day, marking the issue as urgent and scheduling attendance for January 22, 2024. The Landlord followed up with the builder on February 9, 2024, noting the issue remained unresolved. Further emails entered into evidence show continued follow-ups.
28. On March 26, 2024, the Landlord arranged for an independent contractor to fix the window and advised the builder they would bill them. The builder responded that independent work would void the Taron warranty, preventing the Landlord from proceeding. Ultimately, the window repairs were completed on May 8, 2024.
29. Regarding the air conditioning, the Landlord testified that on May 24, 2024, the builder indicated that AC repairs were scheduled. The Landlord emailed the builder on May 27 and May 28, and again on May 30, stressing the urgency due to extreme heat and the Tenant's pregnancy. On June 3, 2024, the builder identified a water flow issue affecting cooling in corner units. The Landlord continued requesting updates on June 6, 2024, and was informed on June 17, 2024 that tradespeople would attend. However, the Tenant denied access because the Landlord gave less than 24 hours notice to enter the rental unit. The builder explained that short notice was due to efforts to expedite repairs, and the Tenants' refusal to permit entry caused further delays. Between June 17 and June 27, 2024 the Landlord exchanged multiple emails with the builder attempting to resolve the issue.
30. The Landlord acknowledged sending an email to the Tenant on June 29, 2024, referencing ongoing structural cracks and unresolved AC issues.
31. The Landlord submitted Google reviews regarding the builder, noting that other residents had complained about similar issues.
32. In cross-examination, the Landlord admitted to being aware of the window gap before the tenancy began and confirmed that the Tenant was also informed. The Landlord reiterated that repairs were the builder's responsibility under warranty and that they made consistent efforts to push for timely resolution.

Analysis Regarding the T5 Application

33. Section 57 of the Act states:

57 (1) The Board may make an order described in subsection (3) if, on application by a former tenant of a rental unit, the Board determines that,

(a) the landlord gave a notice of termination under section 48 in bad faith, the former tenant vacated the rental unit as a result of the notice or as a result of an application to or order made by the Board based on the notice, and no person referred to in clause 48 (1) (a), (b), (c) or (d) occupied the rental unit within a reasonable time after the former tenant vacated the rental unit;

(b) the landlord gave a notice of termination under section 49 in bad faith, the former tenant vacated the rental unit as a result of the notice or as a result of an application to or order made by the Board based on the notice, and no person referred to in clause 49 (1) (a), (b), (c) or (d) or 49 (2) (a), (b), (c) or (d) occupied the rental unit within a reasonable time after the former tenant vacated the rental unit; or

(c) the landlord gave a notice of termination under section 50 in bad faith, the former tenant vacated the rental unit as a result of the notice or as a result of an application to or order made by the Board based on the notice, and the landlord did not demolish, convert or repair or renovate the rental unit within a reasonable time after the former tenant vacated the rental unit.

34. The Tenant argues that the email received on June 29, 2024, in which the Landlord stated that the tenancy was “terminated,” is equivalent to an N13 Notice under section 49 of the Act. After considering the evidence and submissions of both parties, I cannot accept this position. The email does not meet the statutory requirements of an N13 Notice. Its tone and content make it clear that the Landlord was not advising the Tenant that vacant possession was required to complete repairs. Rather, on its plain reading, the Landlord was expressing frustration with ongoing delays caused by the builder and unilaterally declaring the tenancy terminated.

35. I have also considered section 212 of the Act, which addresses substantial compliance, but even in that context, I cannot conclude that the email constitutes notice under section 49. The circumstances surrounding the tenancy do not transform this informal communication into a valid statutory notice.

36. Furthermore, even if I were to find that the email complied with section 49 of the Act, the evidence does not support that the Tenant vacated because of the email. I find that the Tenant left primarily due to ongoing frustration with the condition of the rental unit, not because of the Landlord’s email. Accordingly, the Tenant would fail to meet the test under section 57 of the Act in any event and the T5 application must fail.

Analysis of the Entries into Rental Unit

37. The Act codifies tenant rights and entry restrictions in sections 22, 23, 26, and 27. In addition, Interpretation Guideline 19 issued by the Board provides detailed rules regarding lawful entry.

38. The Tenant alleges multiple unannounced entries and submitted videos and emails documenting entry without the required 24-hour notice. The Landlord acknowledges that contractors and/or building management sometimes entered without the Landlord’s prior

knowledge and states that, when he became aware of scheduled entries into the rental unit, he forwarded notices to the Tenant. However, under the Act, entries made by builders or management acting on behalf of the Landlord as their agents are attributable to the Landlord. The Tenant's evidence, which included videos and emails, corroborates unauthorized entry. Based on the uncontested evidence, I find that the Landlord (through his agents) entered the rental unit without proper notice on at least the following occasions: prior to January 11, 2024, and again on March 28, April 17, July 3, and July 12, 2024.

39. There was insufficient evidence to establish that any of these entries were emergencies. I accept the Tenant's testimony regarding the impact these entries had on them and find it credible. The Tenant experienced stress and anxiety as a result of these unauthorized entries. Accordingly, a rent abatement is warranted.
40. In determining the amount of abatement, I have considered that the Landlord does not dispute the lack of proper notice, although the entries were carried out by agents without the Landlord's direct involvement. I also find that the Landlord did not act with malice. The entries occurred in the context of significant repairs requiring coordination with outside contractors, where timelines were unpredictable and, to some extent, beyond the Landlord's control.
41. The circumstances do not indicate a very serious or deliberate violation of the Tenant's rights. A reasonable remedy is \$100.00 per entry resulting in a total abatement of \$200.00. Based on the evidence, I do not find that an award of general damages is appropriate. The rent abatement provides sufficient compensation in the circumstances.

Analysis - general

42. Section 20 of the Act states:

20 (1) 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.

(2) Subsection (1) applies even if the tenant was aware of a state of non-repair or a contravention of a standard before entering into the tenancy agreement.

43. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), the Court of Appeal for Ontario held that it is necessary to take a contextual approach to determining whether a landlord breached his maintenance obligations under the Act. A landlord will not be found liable if he responded to the maintenance issue reasonably in the circumstances. In *Onyskiw*, the landlord was not held liable for elevator issues due to a province-wide strike among elevator repair workers. As a result, the Court found it was unreasonable to hold the landlord liable as they could not perform inspections or repairs.
44. The evidence of the Tenant was that there were extended periods of cold (January–March), a caulking odour forcing a two-week absence in May 2024, and lack of AC during heat waves in June 2024 that impaired ordinary use of the rental unit. Even though the underlying causes of these issues relate to builder warranty or internal building systems, the Board must determine if the Landlord was able to perform and/or coordinate repairs in a way that is reasonable and minimally disruptive to the tenant's enjoyment.

Analysis - heating and windows

45. It is uncontested that the Tenant experienced significant heating issues and a pronounced draft beginning on January 12, 2024, as supported by videos and emails entered into evidence. I find that the Landlord attempted to mitigate the problem by providing space heaters and escalating the matter to building management. I find that these efforts were insufficient in the circumstances.
46. I accept the Tenant's evidence that only two of the three heaters could be used simultaneously, and that this temporary solution did not adequately address the lack of heat. There is no doubt that the Landlord had a duty to ensure the provision of heat as a vital service under the Act. While still using the contextual approach required in *Onyskiw*, the facts of the two cases are different. In this application, the Landlord chose to rely on the condominium builder to complete the repairs, and the Landlords allowed the tenancy to begin while there were known deficiencies. It is unclear from the Landlord's evidence what the delay was in fixing the heating issue from the building's perspective and the Landlord did not call anyone from the condominium to testify.
47. I do not accept that the Landlord took all reasonable steps in the circumstances, as their efforts appear limited to pressuring the building to complete the necessary repairs. While I acknowledge the issue concerning the Tarion Warranty, the evidence presented at the hearing was insufficient to establish the scope of that warranty, the specific repairs that would have affected it, or *why* the Landlord undertaking the repairs themselves would have voided the warranty. The only evidence before the Board was the condominium's opinion that private work done by the Landlords would void the warranty without any further reasoning.
48. Similarly, it is uncontested that issues with the windows persisted from January 12, 2024, until repairs were completed on May 8, 2024. These deficiencies contributed to heat loss and airflow problems within the rental unit. The Landlord knew about these issues but they took months to resolve.
49. The Landlord emphasized that the Tenant was aware, or ought to have been aware, of these deficiencies given the interim occupancy status. I give this argument no weight. Section 20(2) of the Act clearly provides that a landlord must maintain the rental unit in a good state of repair even if the tenant was aware of issues prior to entering into the tenancy.
50. I am satisfied that the Landlord failed to maintain the rental unit as required by section 20 of the Act and that this disrepair substantially interfered with the Tenant's reasonable enjoyment of the premises.
51. The circumstances surrounding the heating and window issues warrant a rent abatement. Considering the nature of the deficiencies and their impact on the Tenant, I find an abatement of 20% for the heating issue from January 12, 2024, to March 31, 2024 (which are the winter months that heat would be an issue for the Tenant) and an abatement of 5% for the window issue from January 12, 2024, to May 8, 2024. These percentages are consistent with similar Board decisions addressing comparable situations. Based on the

evidence, I do not find that an award of general damages is appropriate. The rent abatement provides sufficient compensation in the circumstances.

Analysis - caulking

52. The Tenant testified that they experienced a temporary two-week loss of enjoyment due to the caulking odor following repairs. However, based on the evidence before the Board, I am not satisfied that the Tenant has proven it was necessary to vacate the rental unit for the entire two-week period.
53. Having considered *Onyskiw* and applying a contextual approach, I find that the Landlord had no reasonable alternative but to complete the repairs as required using caulking. While I accept that the caulking may have produced an odour, I am not persuaded that it was so severe as to necessitate the Tenant's absence for two weeks. The Tenant's evidence about their inability to remain in the rental unit during this time was sparse. Accordingly, no remedy will be awarded in relation to this issue.

Analysis - air conditioning

54. Air conditioning is not considered a vital service under the Act. In this case, it is undisputed that the agreement included air conditioning and that the system was inoperable during June 2024. The Landlord acknowledges that the issue was caused by a water flow problem affecting corner units and, despite repeated follow-ups, no resolution was achieved throughout the month of June.
55. Applying the contextual approach set out in *Onyskiw*, I find that the Landlord ought to have taken additional steps to mitigate the lack of airflow in the rental unit. Temporary measures such as providing fans or a portable air conditioning unit could have offered some relief until the permanent repair was completed. In *Onyskiw*, the landlord mitigated the affect of no elevators on the tenant by having runners help carry items up and down the stairs, therefore the Court considered the mitigating factors in their decision.
56. I am satisfied that the Landlord failed to maintain the rental unit in a good state of repair as required by section 20 of the Act and that this disrepair substantially interfered with the Tenant's reasonable enjoyment of the premises.
57. The circumstances surrounding the air conditioning issue warrant a rent abatement. Considering the nature of the deficiency and its impact on the Tenant, I find that an abatement of 10% for the month of June 2024 is appropriate. This award is consistent with similar decisions of the Board. Based on the evidence, I do not find that an award of general damages is warranted. The rent abatement provides sufficient compensation in the circumstances.

Analysis – termination of tenancy

58. The Tenant's position is that the tenancy had to be terminated prematurely due to the condition of the rental unit. Based on the totality of the evidence, I agree. The email dated June 29, 2024, demonstrates that the Landlord also recognized these ongoing issues were unlikely to be resolved in the near future. In that email, the Landlord asked the Tenant to

vacate, citing persistent problems with building management and repairs. The Tenant's decision to end the tenancy early was reasonable in light of the circumstances and the prolonged maintenance issues.

59. The Tenant relocated to a larger home in Oakville. Their evidence was that the housing market in Mississauga was tight and rents exceptionally high. The Tenant also testified that no comparable units were available within the price range of their previous monthly rent. However, the evidence before the Board was insufficient to demonstrate the steps the Tenant took to mitigate their damages or to locate a comparable rental unit at a similar price. On a balance of probabilities, I am not persuaded that the Tenant could not have found a comparable unit in a similar area or at a similar cost. The onus rests on the Tenant to prove their damages, and I am not satisfied that they have done so with respect to the increased rent they are now required to pay.

60. As I have found that moving was reasonable, I find it appropriate to award compensation for moving costs of \$1,027.76, as supported by the evidence. The receipt for the moving expense was entered into evidence.

It is ordered that:

1. The T5 application is dismissed.
2. The total amount the Landlords shall pay the Tenants is \$3,868.94. This amount represents:
 - \$200.00 for a rent abatement due to illegal entries;
 - \$1,662.16 for a rent abatement for the heat;
 - \$615.42 for a rent abatement for the windows;
 - \$315.60 for a rent abatement for the air conditioning;
 - \$1,027.76 for the moving expenses that the Tenants have incurred; and
 - \$48.00 for the cost of filing the application.
3. The Landlords shall pay the Tenants the full amount owing by January 31, 2026.
4. If the Landlords do not pay the Tenants the full amount owing by January 31, 2026, the Landlords will owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

January 5, 2026

Date Issued

Brett Lockwood

Member, Landlord and Tenant Board

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