



**Order under Section 30
Residential Tenancies Act, 2006**

File Number: LTB-T-058911-24

In the matter of: 3448 ELLENGALE DR
MISSISSAUGA ON L5C1Z7

Between: Abdallah Morad Tenant

And

Ying Zhu Landlord

Abdallah Morad (the 'Tenant') applied for an order determining that Ying Zhu (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 December 22, 2025.

Only the Tenant attended the hearing.

As of 9:30 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. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
2. The Tenant alleges that the Landlord breached their maintenance obligations pursuant to section 20 of the Act by failing to provide adequate heat during the winter months of 2023.
3. The Tenant's application also alleges that there was inadequate air conditioning in the summer of 2024.

Heat

4. The Tenant moved into the rental unit in August 2022 and moved out on November 28, 2024. The Tenant did not have a written lease but testified that the residential complex is a house, and the rental unit is a room in the house. The Tenant's rent was \$1,250.00 per month.

5. The Tenant testified that they were not getting sufficient heat in their room in December 2023 and notified the Landlord personally in December 2023, and January 2024.
6. The Tenant submitted a text message from another tenant renting a different room in the residential complex that shows the other tenant complaining about insufficient heat.
7. The text message shows the other tenant advising that the temperature in their room is lower than the temperature in the living room and the Landlord replies to the other tenant offering a heater to address the tenant's concerns.
8. The Tenant's evidence is that the insufficient heat persisted throughout the winter months of 2023-2024. The Tenant did not submit temperature readings or photographs of their thermostat to prove that the temperature was insufficient. The Tenant's own evidence is that the heat and furnace functioned, but not sufficiently.
9. In the absence of corroborating proof that the Tenant advised the Landlord about this issue, I am unable to find that the Tenant notified the Landlord about the issue with heat.
10. When the other tenant complained about heat the Landlord offered an immediate solution that included providing a heater. Had this Tenant complained as alleged, it would be expected that the Landlord would have offered a similar solution.
11. Section 20 of the Act provides:

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.
12. Even if I accepted the Tenant's testimony that they notified the Landlord about a perceived issue with heat, the Tenant did not submit evidence to prove there was an issue of disrepair with the furnace.
13. Further, there was no evidence that the rental unit was not fit for habitation, or that the lack of heat violated health, safety, housing and maintenance standards.
14. The Tenant did not submit object proof to support their allegations and the Tenant's own evidence is that the furnace was functional but inadequate. Accordingly, I am not satisfied that the Tenant has proven there was an issue with the furnace, or inadequate heat in the rental unit. The Tenant's allegation in relation to heat is dismissed.

Air Conditioning

15. The Tenant also alleges that the air conditioning in the rental unit was not sufficient. The evidence before me is that the air conditioning and furnace were both functional however, the Tenant took issue with the thermostat temperature set by the Landlord in the summer.
16. The Tenant's allegation in relation to air conditioning does not relate to the Landlord's maintenance obligations pursuant to section 20 of the Act. Accordingly, the allegation in relation to air conditioning is dismissed.

17. The Tenant also alleges that the Landlord failed to provide an address for service and did not provide rent receipts. Neither of these allegations disclose a breach of the Landlord's maintenance obligations and these allegations are dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

February 9, 2026
Date Issued

Kyle McGraw
Member, Landlord and Tenant Board

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