



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-061665-22

In the matter of: 104 Organ Cres.
Hamilton L8T1Y9

Between: Walid Abualhyjaa Tenant
Hanade Shaban
Marwa Abualhyjaa
Omar Abualhyjaa
Maram Abualhyjaa
Malak Abualhyjaa
Lillian Abualhyjaa

And

Almousa Mohammed Landlord

Walid Abualhyjaa, Hanade Shaban, Marwa Abualhyjaa, Omar Abualhyjaa, Maram Abualhyjaa, Malak Abualhyjaa and Lillian Abualhyjaa (the 'Tenant') applied for an order determining that Almousa Mohammed (the 'Landlord'):

- entered the rental unit illegally.
- 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.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on August 8, 2025.

Only the Tenant's Legal Representative Merima Menzildzic, the Tenant Hanade Shaban and Marwa Abualhyjaa attended the hearing.

As of 9:18 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.

Procedural History:

1. This application appeared before the Board on January 9, 2023, and adjourned on consent of the parties.

2. This matter was scheduled for a hearing on November 20, 2023, and adjourned as more time was needed to complete the matter.
3. The matter appeared before the Board on June 2, 2025, and adjourned for more time to complete the application.
4. The Landlord Almousa Mohammed only appeared on January 9 and November 20, 2023, the remaining dates of June 2 and August 8, 2025, he failed to appear.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.
2. The Tenant Walid Abualhyjaa testified the Landlord lives on the in the bottom unit and his family live on the upper unit. On February 1, 2021, the Landlord verbally informed the Tenants they would have to vacate the rental unit within 60 days to allow him to move into the unit. When asked if any written notice was provided, he stated the Landlord only told them verbally and no N12 notice was given.
3. On March 17, 2021, the Landlord advised him that he found another rental unit for the Tenants to move into for \$2,500.00 per month. Mr. Abualhyjaa told the Landlord that he could not afford to move into that rental unit, as it would be an increase of \$800 per month. He stated the Landlord became upset when he rejected the unit and swore at him before hanging up the phone.
4. Mr. Abualhyjaa testified that shortly after this conversation, the Landlord came outside the rental unit with a pickaxe and broke the Tenants' living room window and bedroom window. He stated he was home at the time with his wife, Hanade Shaban, and his daughters Maram (13 years old), Malak (10 years old), and Lillian (15 months old). The Tenant called police after the Landlord challenged him to a fight.
5. The Tenants presented six photographs of the windows broken. Additionally, one of the windows broken was a bedroom window, and the other Tenant Hanade Shaban received laceration to her left thigh area.
6. Mr. Abualhyjaa stated that after Police arrived the Landlord was arrested but released shortly after. That same day, on March 17, 2021, the Landlord turned off the hot water and heat to the rental unit. After a mutual acquaintance interfered the Landlord turned the hot water and heater back on. However, during the night of March 17, 2021, the Landlord threw rocks at his children's bedroom windows.
7. The Landlord asked no questions regarding this evidence.

8. The Tenant's next witness was Hamilton Police Constable Brian White. He testified that he investigated the incident on March 17, 2021. He testified he was dispatched and responded to a disturbance call reporting a male smashing windows with a pickaxe.
9. Officer White discovered that the Landlord used a large pickaxe to smash two rare windows and three front windows of the upstairs (Tenants) residence. After smashing the windows, the Landlord placed the pickaxe on the ground near the end of the driveway and walked away.
10. Officer White stated that the Tenant Walid Abualhyjaa did not want to pursue charges and the Landlord was released. He advised all involved parties to not speak to each other. This concluded his involvement in the matter.
11. During cross examination, the Officer confirmed he located the Landlord at the end of the driveway, and that no injuries were reported. Other than advising the parties of not to speak to one another, the Landlord was release without conditions.
12. The Tenant Hanade Shaban testified that in October 2020, the Landlord informed the Tenants that he would be selling the rental unit. She claimed that the Landlord held 10 viewings of the house without providing them 24 hours notice. She claimed that the Landlord would knock on the door with the viewers and they felt pressured to open the door to allow the viewings to take place.
13. She testified that on February 1, 2021, the Landlord verbally informed the Tenants they would have to vacate the rental unit within 60 days to allow him to move into the unit. When asked if any notice was given, she stated the Landlord only told them verbally, no N12 notice was provided.
14. She confirmed the pickaxe incident occurred on March 17, 2021. After this incident, during the night, the Tenants decided to vacate the rental unit. She testified that they left their belongings at the unit. Through a mutual acquaintance, the Landlord told her that if their belongings were not moved from the unit by April 1, 2021, he would charge them another month's rent
15. Ms. Shaban confirmed that on April 1, 2021, the Tenants removed all their belongings from the rental unit. She testified that the Tenants stayed at the Good Sheppard Centre for seven months, until November 4, 2021, when they rented another unit.
16. It was confirmed that the Tenants entered the Good Shepherd Family Centre Program, which worked with the Family Centre team to support the family in finding safe and secure housing. This program also provided in-house mental health clinic services to help the family cope with the events that occurred on March 17, 2021, and thereafter. The Tenants stayed at the Centre for seven months, until November 4, 2021.
17. Additionally, a letter dated May 31, 2021, confirmed that the Tenants participated in brief therapy mental health services for children on May 27 and June 3, 2021.

18. The Tenants also submitted medical notes from Dr. Soliman for Walid Abualhyjaa and Hanada Shaban. Along, with letters for both Tenants.
19. Based on the totality of the evidence presented, I find that the Landlord substantially interfered with the reasonable enjoyment of the rental unit and residential complex by the Tenants and members of their household, contrary to section 22 of the Residential Tenancies Act. The interference was not isolated or minor; rather, it consisted of repeated and escalating conduct. This conduct included verbal pressure to vacate the unit without proper notice, aggressive behaviour when the Tenants declined the alternate rental unit, and, most significantly, the deliberate destruction of the Tenants' windows with a pickaxe while the family—including three minor children—was inside the rental unit. The Landlord's actions created an environment of intimidation, fear, and instability, ultimately causing the Tenants to feel unsafe in their home. The evidence also established that the Landlord continued this disruptive behaviour by throwing rocks at the children's bedroom windows later the same evening. The Tenants' testimony was credible, consistent, and supported by photographic evidence, police testimony, and medical documentation. Taken together, these facts demonstrate a clear pattern of conduct by the Landlord that significantly and materially disrupted the Tenants' ability to use, enjoy, and remain secure in their home. Therefore, I find that 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.
20. With respect to the allegation that the Landlord illegally withheld or interfered with the Tenants' vital services, I find that the evidence does not establish such a breach on a balance of probabilities. While the Tenants testified that the Landlord turned off the hot water and heat on March 17, 2021, their own evidence also confirmed that these services were restored shortly thereafter, following a conversation with a mutual acquaintance. There was no evidence that the deprivation lasted for a significant period of time, nor that the interruption resulted in a sustained or serious impact on the Tenants' ability to use and enjoy the rental unit. Under section 21 of the Residential Tenancies Act, a Landlord is prohibited from withholding the reasonable supply of heat, hot water, or other vital services. However, the Act also requires that the interference be more than momentary or incidental in order to constitute a compensable breach. Given the limited duration of the interruption and the immediate restoration of services, I find that the evidence does not support a finding that the Landlord intentionally or effectively withheld or interfered with the Tenants' vital services in a manner that would warrant a remedy. Accordingly, this portion of the application is dismissed.
21. I will note that for the hearing date spanning in paragraphs 12-21, the Landlord failed to appear for those hearing dates, although notified by the Board.

Remedies

22. I find that the Landlord's actions on March 17, 2021, caused the Tenants to vacate the rental unit after the Landlord took a pickaxe to the windows of the rental unit. The Tenants fearing for their safety vacated the rental unit and ended up stay in shelter. Therefore, I find that a rent abatement of \$1,700.00 is appropriate in the circumstances. This is calculated for one month rent from the month of March 2021.
23. I find that the Landlord's conduct on March 17, 2021, was serious, deliberate, and directly caused the Tenants to vacate the rental unit. The evidence establishes that the Landlord attended at the residential complex armed with a pickaxe and intentionally smashed multiple windows of the Tenants' unit, including a bedroom window while members of the household were inside. This conduct was intimidating and aggressive. The Landlord's actions rendered the rental unit unsafe and uninhabitable in the immediate aftermath of the incident. The Tenants vacated that same night and subsequently sought emergency shelter accommodation. The causal connection between the Landlord's conduct and the Tenants' loss of housing is clear and direct. Further, I find that the Landlord's conduct was sufficiently serious to warrant the imposition of an administrative fine under section 31(1)(f) of the Act. The conduct was not accidental or technical in nature; it was deliberate, aggressive, and had a significant impact on a family with young children. An administrative fine in the amount of \$5,000.00 is appropriate to deter similar conduct in the future, promote compliance of the 'Act', and that Landlord's must not engage in intimidation or self-help eviction tactics. The Board will not tolerate conduct that places tenants in fear of their personal safety or forces tenants to vacate outside the lawful eviction process. Therefore, I find that the Landlord must pay an administrative fine to the LTB in the amount of \$5,000.00, is appropriate in the circumstances.
24. The following additional remedies are being ordered because the Tenants incurred storage costs for their belongings for April, May, June, July, and August 2021, at \$270 per month multiplied by 5 months. Therefore, I find that the Landlord must pay the Tenants \$1,350.00, which represents 5 months of storage.
25. In addition to rent abatement and moving-related expenses, I find that the Tenants are entitled to general compensation for the substantial interference with their reasonable enjoyment of the rental unit and for the distress caused by the Landlord's conduct. The Landlord's actions were not minor or technical breaches. He attended at the rental property armed with a pickaxe and intentionally smashed multiple windows while members of the Tenant's household, including young children, were inside. This conduct was violent, intimidating, and created a reasonable fear for personal safety. The Tenants were forced to immediately flee their home and seek shelter accommodation for approximately seven months. The evidence also establishes that members of the household required mental health supports following the incident. I find that the loss suffered by the Tenants was not limited to the physical damage to the premises; it included the loss of security, dignity, and stability that a home is meant to provide. Considering the severity of the conduct, its impact on a family with children, the displacement into emergency shelter, and the need for mental health services, I find that an award of \$10,000.00 in general damages is fair, reasonable, and proportionate to the harm suffered.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is **\$13,050.00**. This amount represents:
 - \$1,700.00 for a rent abatement.
 - \$1,350.00 for all the moving, storage or other like expenses that the Tenant has incurred.
 - \$10,000.00 for general damages.
2. The Landlord shall pay the Tenant the full amount owing by March 8, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 8, 2026, the Landlord will owe interest. This will be simple interest calculated from March 9, 2026, at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.
5. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of **\$7,500.00**, by March 8, 2026.
6. If the Landlord does not pay the Board the full amount owing by March 8, 2026, the Landlord will owe interest. This will be simple interest calculated from March 9, 2026, at 4.00% annually on the balance outstanding.

February 25, 2026
Date Issued

Anthony Bruno
Member, Landlord and Tenant Board

15 Grosvenor Street, 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.

Payment of the fine must be made to the LTB by the deadline set out above. If not paid, the outstanding amount may be sent to a collection agency and/or the party owing the money may not be permitted to file a new application until it is paid in accordance with section 196 the Act.

The fine can only be paid by money order, bank draft or certified cheque payable to the "Minister of Finance". The payment can be mailed or couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.