



Order under Section 31 Residential Tenancies Act, 2006

Citation: Nafis v El-Shentenawy, 2026 ONLTB 17934

Date: 2026-03-03

File Number: LTB-T-085054-24

In the matter of: "Master Bedroom", 2736 Wyldewood St
Gloucester ON K1T2R6

Between: Farooq-A-Azam Nafis Tenant

and

Mohamed El-Shentenawy
Tarek Shentenawy Landlords

Farooq-A-Azam Nafis (the 'Tenant') applied for an order determining that Mohamed El-Shentenawy and Tarek Shentenawy (the 'Landlords') collected or retained money illegally. **(T1 Application)**

The Tenant also applied for an order determining that the Landlords:

- 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.
- (T2 Application)**

The Tenant also applied for an order determining that the Landlords 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 heard by videoconference on January 15, 2026.

The Tenant and the Landlords attended the hearing.

Determinations:

T1 Application

1. At the hearing, the Tenant sought to withdraw their T1 application. In accordance with section 200(4) of the Act, I consented to the withdrawal of the application.

T2 Application

Moving in early

2. The Tenant testified that although the lease agreement states that the tenancy would commence on October 1, 2024, the Landlords agreed to allow the Tenant to move in early, on September 15, 2024. He testified that the unit was not ready on September 15 as it was not cleaned out and there was no hot water, so he had to delay his move in until September 23 or 24.
3. The only remedy sought by the Tenant in relation to this issue is a rent abatement. The Tenant testified that the Landlords did not charge him rent for this period nor did he pay rent for this period. Abatement is a contractual remedy. It reflects the idea that if a tenant is paying for a bundle of goods and services and not receiving everything being paid for then abatement should flow in an amount proportionate to the difference between what is being paid for and what is being received. In this case, nothing was being paid. Therefore, even if I find in favour of the Tenant on this issue, the Tenant would not be entitled to an abatement in my view because he did not pay for the use of the unit for this period.
4. This portion of the Tenant's application is therefore dismissed as no remedy can be granted for this issue.

Smoking in the rental unit

5. The Tenant rental unit is a bedroom located in a rooming house, where the common areas are shared with other tenants. The Tenant testified that the entire house was supposed to be non-smoking and that term was in his tenancy agreement. The lease states that smoking inside is not permitted and smoking is only allowed 30 feet from the house.
6. The Tenant testified that he continually smelt a strong cannabis smell in his room and in the house. Hew testified that he covered the vents and under the door to try to prevent the smell from coming into his room, but the smell was so bad that he had to leave the house.
7. The Tenant reported the issue to the Landlords, and the Landlords informed him they would terminate that person's lease. He informed the Landlords that he did not have evidence of anyone smoking inside but that someone was smoking right outside the door. He suggested they do inspections of all the tenants' rooms to investigate the issue, but the Landlords never did. He testified that the issue with the smell was never resolved.
8. The Landlords do not dispute that the Tenant complained to them about the smell of cannabis or cigarettes in the house. The Landlord, Tarek Shentenawy ('TS'), testified that upon receiving the complaint, he emailed new terms and conditions to all the tenants in the house reminding them of the no smoking rules and asking them to ensure that if they are smoking, to smoke further away from the house.
9. TS testified that on numerous occasions, when the Tenant would message him with complaints about the smell, he would come to the rental unit to investigate but when he arrived approximately 40 minutes later, he could not smell any smoke or cannabis. He testified that they also provided the Tenant with an air purifier for his room, but the Tenant elected to have the air purifier in the hallway outside of his room.
10. Based on the evidence before the Board, I am not satisfied, on a balance of probabilities, that anyone was smoking inside the house or any such lingering smell from another person breaching the Landlords' no smoking policy. The onus is on the Tenant to prove on

a balance of probabilities that there is a strong smoke odour in the unit. The Tenant did not actually ever witness anyone smoking inside the house and the Tenant did not otherwise produce any evidence that anyone other than himself ever smelled this odour. The evidence is insufficient to establish that there was any smoke odour in the house from someone smoking inside or close to the house.

11. Even if someone was smoking inside, the Landlords' response to the Tenant's complaints were timely and reasonable. The Landlord sent reminders to other residents and provided the Tenant with an air purifier. The issue was investigated on more than one occasion by the TS, who was unable to verify that there was even any smell in the house at all. It would be unreasonable to expect the Landlord to inspect every single person's unit in these circumstances.
12. For the reasons explained above, this portion of the Tenant's application is dismissed.

Harassment from David

13. The Tenant testified that another resident, David, learned about his complaints to the Landlords about smoking and started a pattern of harassing behaviour. He testified that David would follow him, watch his movements, and engage in prolonged and unwanted conversations with him. He testified that he told David he just wanted him to say hello and did not want to have a conversation with him, but David continued. The Tenant submitted recordings as examples of some of his conversations with David.
14. The Landlords do not dispute that the Tenant complained to them about David's behaviour. TS testified that on three or four occasions, he stopped by the property and spoke to David and let him know that the Tenant did not want to engage in conversation with him. He testified that David is an older gentleman who is very chatty, and he sometimes does not pick up on hints that an individual may not want to talk to him.
15. The Tenant's claim in the application is based on section 23 of the Act, which states:

A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

16. This claim does not amount to harassment as contemplated by section 23 of the Act because it was not the action of the Landlords but of another tenant. Nevertheless, even if the Tenant had made these claims under section 22 of the Act alleging substantial interference with his reasonable enjoyment, the result would be the same. The Tenant's own recordings demonstrate very friendly and cordial conversations with David in which the Tenant continues to engage and carry on the conversation. Additionally, the Landlord's response to the complaints were reasonable.
17. For these reasons, this portion of the Tenant's application is dismissed.

N4 Issue

18. The Tenant testified that he notified the Landlords on October 31, 2024 that he would not be able to pay his rent for November on Nov 1, 2024. The Landlords then served the Tenant with an N4 Notice of Termination using multiple different methods of service. Then,

on November 7, 2024, the Landlords attended the property without notice, waited for him to leave his room and gave him and N4 Notice of Termination. He testified that they tried to coerce him into signing documents and because he felt unsafe, he contacted the police and filed a report.

19. The Tenant testified that later, on December 15 or 16, he was on his way to the laundry room when the Landlords approached him and the Landlord, Mohamed El-Shentenawy ('ME'), looked at him with a horrible face before slamming his foot on the ground. He testified that ME then asked him if his water was running in his room and he told him that it wasn't. The Tenant testified that ME was insinuating that there was running water coming from his room.
20. The Tenant testified that during the course of the tenancy, the Landlords also inspected his room approximately 15 to 20 times and had an issue with him keeping a mini fridge in his room. The Tenant did not provide any dates, times or specifics about the alleged inspections he says occurred.
21. The Landlords dispute that they have harassed or coerced the Tenant. TS testified that they visited his unit on November 7, 2024 to follow-up on the notice because they had not received any response from the Tenant and they did not want the Tenant to deny receiving the notice. He testified that when the Tenant asked them to leave him alone, they left.
22. ME denies stomping his foot or that he blocked the Tenant in with his vehicle. He testified that if they have to attend the property, they usually park, check what it is that they need to check and leave. On that particular day in December 2024, he was checking the basement because they had found a water leak coming from the wall and he was trying to find the source of the leak.
23. There is no definition of "harassment" in the Act, however prior Board decisions have defined harassment as follows: "harassment is usually considered to be a course of conduct that a reasonable person knows or ought to know would be unwelcome".
24. I am not satisfied that the Landlords' behaviour in this case amounts to harassment and a breach of section 23 of the Act. The Landlords are not required to provide the Tenant with notice whenever they will be attending the property, nor do they need to give the Tenant notice if they are going to knock on his door. Additionally, the Tenant provided recordings of the interactions with the Landlords which he complains of, and the recordings demonstrate a very reasonable and cordial conversation from the part of the Landlords.
25. The Tenant does not dispute that he was in arrears and while the Tenant may be of the view that a termination notice or follow-up is not reasonable if the Tenant notifies the Landlords that a payment will be late or not paid, I do not agree. In my view, it is not unreasonable that the Landlords would follow-up on a termination notice after receiving no payment and no response from the Tenant. It is reasonable to expect that a landlord might follow-up with a tenant to confirm they received the notice and inquire as to the status of payment or what the tenant's plan is to pay the outstanding amount. Additionally, while serving the termination notice in more than one way may be somewhat problematic, I am not satisfied that this act in and of itself amounts to harassment but rather, indicative of landlords being overly thorough in ensuring the Tenant received the notice.

26. The Tenant also raised issues with respect to the Landlord making reports to the Credit Bureau and statements uploaded to the Tribunals Ontario Portal. All of these incidents occurred after the tenancy ended so they were not considered.
27. For the foregoing reasons, this portion of the Tenant's application is dismissed.

T6 Application

28. The Tenant testified that when he first moved into the rental unit, the shower needed to be cleaned because there was mould. He testified that he had notified TS about the issue before he even moved in and TS assured him it would be cleaned before he moved in but when he moved in, the condition was the same. The Tenant provided a copy of the text messages exchanged on September 14, 2024 in support of this statement.
29. TS testified that as soon as they were advised of the issue, they went in and cleaned it. He testified that when they met with the Tenant on October 7th to discuss all the issues he had, he did not mention any issue with the shower, so they assumed their cleaning was sufficient. He testified that when the Tenant did bring it up again, they came back and did another clean of the mould, using a stronger cleaner and more effective tools.
30. This application is brought pursuant to section 20(1) of the Act which states that a Landlord is responsible for providing and maintaining the rental unit in a good state of repair and fit for habitation and for complying with safety, housing and maintenance standards.
31. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.
32. The mere fact that there was mould in the shower does not automatically give rise to a breach of section 20 of the Act. It depends on what steps the Landlords take once made aware of the issues. It cannot be said that the Landlords breached their obligations under the Act when they responded promptly to the Tenant's complaints, and the issues were addressed without delay.
33. Based on the evidence before the Board, I find that the Tenant has failed to meet the burden of proof that the Landlords failed to respond to the issue of mould in a timely manner. I say this because the evidence is essentially equal and opposite: the Tenant says the Landlord did not clean it at all until October 30, 2024 and TS says he did. Without anything further to tip the scale in the Tenant's direction, the case must fail in this regard.
34. Additionally, I am more inclined to accept TS' testimony in this regard. I say this because throughout the hearing, TS' testimony has always been consistent with what can be heard in the recordings relied on in this proceeding. In contrast, the Tenant's testimony was often inconsistent with the recordings; for example: alleging harassing behaviour when the recording demonstrates a pleasant conversation that is not harassing in nature at all.

35. For the foregoing reasons, the Tenant's T6 application is dismissed.

It is ordered that:

1. The Tenant's applications are dismissed.

March 3, 2026
Date Issued

Candace Aboussafy
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.