



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-011811-25

In the matter of: Main, 1018 TIGERLILY TRAIL
PICKERING ON L1X0G6

Between: Rabea Abu Hatoum Tenant

And

Munjal Khatri Landlord

Rabea Abu Hatoum (the 'Tenant') applied for an order determining that Munjal Khatri (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.

An Adjudicative Case Conference ("ACC") was heard by videoconference on March 18, 2026.

Only the Tenant, Rabea Abu Hatoum, the Tenant's spouse, Alhan Abu Hatoum, and the Tenant's support person/interpreter, Violet Jouré, attended the ACC. As of 2:01 p.m., the Landlord was not present or represented at the ACC.

Determinations:

1. At the onset of the ACC, the Tenant confirmed they did not know the Landlord's address. The Tenant testified that the parties agreed to receive notices and documents by email. A copy of the lease was submitted into evidence to confirm this.
2. Board records show the LTB emailed the Landlord the Notice of ACC on November 18, 2025 at munjalkhatri@gmail.com. The Tenant testified that this email was the email used by the Landlord to regularly communicate with the Tenant. The Tenant also submitted into evidence an email from the Landlord on November 18, 2025 asking the Tenant if they received the email from the LTB. As such, I am satisfied that the Landlord was served with the Notice of ACC, was aware of the ACC, and chose not to attend. The ACC proceeded with only the Tenant's evidence.
3. The tenancy commenced on December 1, 2024.
4. The Tenant testified that they received the keys to the rental unit on November 30, 2024 and discovered a crack in the glass panel next to the front door. The Tenant took a photo (DOC-5020132) on November 30, 2024 and had their realtor send it to the Landlord's realtor.

5. The Tenant testified that the Landlord was away and when the Landlord returned on or about January 7, 2025, the Landlord advised them to wait until he can collect funds from the former tenant for the damage.
6. The Tenant testified that the crack on the glass has worsen and that the edges are sharp and unsafe.
7. The Tenant testified that they had to put cardboard to block the damaged glass and fear that their young children may injure themselves upon contact. The Tenant also submitted that the damaged glass is at the front of the house and may appeal to potential intruders.
8. Based on the uncontested evidence before the Board, I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair the damaged glass. The Tenant's evidence was clear and consistent and corroborated by photographs. The photographs demonstrate that the glass is visibly damaged/cracked and I find that the Landlord did not address the issue despite the Tenant informing the Landlord of the issue at the onset of the tenancy. The Landlord did not attend the ACC to contest the Tenant's evidence.
9. The Tenant sought an order requiring the Landlord to repair or replace the damaged glass. I see no reason to deny this request.
10. While the Tenant sought to raise other issues at the ACC, I declined to consider these allegations as they were not properly before the Board. The Tenant did not file a request to amend the T6 application in accordance with the LTB's Rules. The Tenant may file another application to address these other issues.
11. As the Tenant is successful with the application, the Landlord will be ordered to pay the costs of filing the application in the amount of \$48.00.

It is ordered that:

1. The Landlord shall repair or replace the damaged/cracked glass in the glass panel next to the front door by April 23, 2026.
2. If the Landlord does not do the repair or replacement by April 23, 2026, the Tenant is authorized to deduct \$50.00 from the rent owing for the months beginning May 1, 2026 until the repair or replacement is complete.
3. The Landlord shall also pay the Tenant \$48.00 for the cost of filing the application.
4. If the Landlord does not pay the Tenant the full amount owing by April 3, 2026, the Landlord will owe interest. This will be simple interest calculated from April 4, 2026 at 4.00% annually on the balance outstanding.

March 23, 2026
Date Issued

Vicky Liu
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.