



Order under Section 30 Residential Tenancies Act, 2006

Citation: Mungeni v Hassan, 2026 ONLTB 25170

Date: 2026-03-30

File Number: LTB-T-089592-24

In the matter of: 85 Woodbine Place
Oshawa ON L1L1C5

Between: Yuma Mungeni Tenant

And

Mohammad Hassan Landlord

Yuma Mungeni (the 'Tenant') applied for an order determining that Mohammad Hassan (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 January 20, 2026.

Only the Tenant attended the hearing.

As of 10:05, 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. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to maintain the rental unit or residential complex or failed to comply with health, safety, housing, or maintenance standards.
3. 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.

4. In this case, the Tenant raised two principal issues: 1) that the shared kitchen of the residential unit did not have a functioning exhaust fan and 2) that broken tiles and a lack of a shower curtain made the shower in the rental unit uncomfortable to use.
5. I am not satisfied, on a balance of probabilities, that the Landlord was in breach of his maintenance obligations under the Act. It is not clear, based on the evidence presented at the hearing, that the deficiencies cited were in fact present in the rental unit or would constitute a breach of the Landlord's obligations under the Act.
6. The only evidence presented by the Tenant at the hearing was his own testimony. In my view, he failed to establish that the Landlord was in breach of his obligations during the tenancy. The Tenant described the issues, the Landlord's response to the Tenant's complaints, and the impact on the Tenant in extremely general terms. The Tenant did not submit any photographs of the alleged deficiencies nor any record of written communication with the Landlord about the issues.
7. Given the lack of evidence presented, the Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

March 30, 2026
Date Issued

Jeremy Henderson
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.