



Order under Section 31& 30 Residential Tenancies Act, 2006

Citation: Osorio v Alghazawi Immobilier, 2026 ONLTB 34229

Date: 2026-04-30

File Number: LTB-T-000932-26

In the matter of: 4, 202 Rochester St
Ottawa ON K1R7M6

Between: Wilfredo Osorio Tenant

And

Alghazawi Immobilier Landlord

Wilfredo Osorio (the 'Tenant') applied for an order determining that Alghazawi Immobilier (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.
- withheld or interfered with their vital services or care services and meals in a care home.

AND

Wilfredo Osorio (the 'Tenant') applied for an order determining that Alghazawi Immobilier (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 February 3, 2026.

The Landlord's agent Mohammed Zouhair, the Tenant and their support person son of the tenant JP Osorio attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations in part as contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$1,612.75, this representing an abatement of rent, reasonable out-of-pocket expenses the Tenant has incurred and the cost of filing the application.
2. The Tenant filed their T2/T6 application with the LTB on January 5, 2026.

3. The tenancy commenced on November 1, 2018, the lawful rent paid as of the application filing is \$1,332.00.

Substantial interference

4. The Tenant alleges the Landlord and property management Mohammed Zouhair and Ms. Noor substantially interfered with their reasonable enjoyment of the rental unit. This interference is said to arise from long-standing and unresolved maintenance failures, unfinished repairs, and a pattern of reactive management that only responds when legal action is threatened. The Tenant outlines safety concerns, and emotional distress from persistent neglect.
5. The Tenant submits that the Landlord and the agents working on his behalf substantially interfere through their dismissive responses, refusal to repair essential items, and shifting responsibility to him. One such example is being told to obtain renter's insurance instead of repairing a failing refrigerator. This conduct is characterized as interfering with the tenant's lawful rights.

Vital service/ lack of hot water

6. A central T2 issue is the alleged failure to provide hot water, a *vital service* under the Residential Tenancies Act.
7. Subsection 2(1) of the Act defines "vital service" as hot or cold water, gas, electricity and heat during certain parts of the year.
8. The Tenant testified that:
 - That since the initial report of November 27, 2025 he only had cold water available in all sinks and shower, making basic hygiene impossible.
 - That the Landlord failed to hire a qualified professional to restore service in a reasonable timeframe despite multiple emails sent to his property manager Ms. Noor.
 - The issue was acknowledged but that they failed to provide a repair date citing "contractor availability"
 - He attended at a local gym to have showers during this period.
 - Hot water was restored on January 27, 2026.
9. It was not disputed that while the Landlord was aware of the issue, there was mention of a delay due to the inability to secure a contractor. The Tenant was without hot water for approximately 60 days.
10. Therefore, I find that the Landlord / Landlord's Agent substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household. I say this as the evidence was that there were significant delays in actioning the requests for hot water to be restored and the email exchanges in evidence demonstrate that the Landlord at times pushed back at exploring issues and or

left them to be addressed by the property managers hired. This resulted in frustration, delay and or maintenance issues raised not being addressed.

11. Based on the evidence, I also find that the Landlord did not take reasonable steps to address the issue of not having hot water in the unit for a prolonged period of time. I am satisfied on a balance of probabilities that the Landlord breached section 21(2).
12. The Tenant sought 50% abatement of rent (\$1,332.00) for the period of Nov 27, 2025, to January 5, 2026 which he calculated as an approximate claim of \$900.00.
13. The actual abatement claim reflecting was amended to reflect the ongoing claim to January 27, 2026 and calculated as follows: $\$1,332.00 \times 12 \text{ months} / 365 = \43.79 daily compensation/ 50% based on the claim equals to \$21.90 per day.
14. The Tenant was without hot water for the outlined period of time; therefore, the Landlord will be ordered to pay to the Tenant \$1,313.75, this representing an abatement of rent for lack of a vital service for the period of November 27, 2025 to January 26, 2026.
15. The Tenant also makes a \$150.00 claim for expenses for material costs incurred to fix a closet that he submits collapsed in December 2024 and that the Landlord refused to fix.
16. As there was no evidence of incurred expenses and the noted issue is outside of the one year period as outlined in the Act, this claim is denied.
17. Additionally, the Tenant claims for out-of-pocket expenses totalling \$1,248.00 as follows:
 - \$48.00 for application filing fee
 - \$800.00 dining costs due to lack of operational fridge and hot water & laundry costs.
 - \$400.00 for a gym membership/ attendance at the gym to have showers
18. There is no dispute that a fridge had been replaced two times. However, there was no evidence submitted in the form of restaurant or laundry bills as incurred or any such costs to support the claim for these costs. Therefore, they can not be considered. And while the Tenant said he has a gym membership which enabled him to shower there, again without proof I can consider a claim of \$100.00 as inevitably the Tenant would have been unable to shower if not for access to his gym membership.

T6 Application

19. On the T6 application the Tenant raises a number of issues of disrepair for which he claims \$826.68 in rent abatement. The issues he outlines are as follows:
 - Lack of hot water
 - Malfunctioning refrigerator
 - Bedroom electrical outlets
 - Bathroom mould
 - Broken closet door

- Toilet Repairs

20. The issue of hot water was addressed in the T2 portion of the application.

Refrigerator

21. The Tenant said that the refrigerator was not working properly in that it was not holding the temperature and was causing food to spoil. That he reported the issue to the Landlord on November 18, 2025.

22. It was not disputed that the fridge was finally replaced with a working model on or about January 26, 2026.

23. As the Tenant was without a properly functioning fridge for an approximate period of November 18, 2025 to January 26, 2026 and part of the abatement claim has been combined to address other issues, \$150.00 lump sum is fair in these circumstances.

24. The Landlord will be ordered to pay the Tenant \$150.00 in recognition that it is the Landlord's responsibility to maintain appliances in good working order, and the Landlord had refused to acknowledge this for some time until it was finally replaced.

25. The Tenant submits to have food loss as a result of the fridge not maintaining the required temperature for which he claims \$1,000.00. However, there was no evidence submitted in the form of any grocery bills, or any evidence of food spoilage and loss to support the claim for these costs. Therefore, they can not be considered.

26. Based on the above outlined, I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to maintain the rental unit and failed to comply with housing standards.

27. 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.

28. Here, the Landlord while acknowledging issues once the Tenant escalates them to by-law enforcement and finally an application filing to the LTB, has demonstrated a reluctance to address some maintenance issues in a timely manner.

Other issues

29. It is not disputed that the Tenant has raised awareness to the following additional maintenance and or disrepair issues:

- Bedroom electrical outlets
- Bathroom mould
- Broken closet door
- Toilet repairs

30. In his correspondence with the Landlord of December 29, 2025 he advised that the bedroom electrical outlets stopped working and that the Landlord was ordered by Ottawa By-Law Enforcement to address this issue.
31. As this was a holiday period of time the work took longer than expected to complete the required repairs. No by-law order, report or any other evidence was rendered into evidence to support the claim of loss of power in the bedroom. Therefore, no remedy can be considered.
32. Additionally, on the issues of alleged bathroom mould, broken closet door and toilet repairs while there is evidence that these issues are said to have been reported to the Landlord at different times on November 1st and 27th and December 1, 2025, the Tenant failed to provide any evidence to substantiate these issues of alleged disrepair. Evidence not limited to photos, reports, expert testimony etc. Therefore, no findings of disrepair can be made nor can remedies be considered.
33. Lastly, the Tenant requested that the Landlord pay a fine to the LTB.
34. Guideline 16 of the Landlords and Tenant Board Interpretation Guidelines states under purpose, that an administrative fine is a remedy to be used by the LTB to encourage compliance with the Act, and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance.
35. Based on the evidence before me, I am satisfied that the remedies as ordered will provide adequate deterrence and ensure future compliance by the Landlord.
36. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

37. The total amount the Landlord shall pay the Tenant is \$1,612.75. This amount represents:
- \$1,463.75 for a rent abatement.
 - \$100.00 for the reasonable out-of-pocket expenses the Tenant has incurred.
 - \$48.00 for the cost of filing the application.
38. The Landlord shall pay the Tenant the full amount owing by May 11, 2026.

39. If the Landlord does not pay the Tenant the full amount owing by May 11, 2026, the Landlord will owe interest. This will be simple interest calculated from May 12, 2026 at 4.00% annually on the balance outstanding.
40. If the Landlord does not pay the Tenant the full amount owing by May 12, 2026, the Tenant may recover this amount by deducting \$400.00 from the rent each month from June 2026 to September 2026 and \$12.75 in October 2026.
41. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

April 30, 2026
Date Issued

Alicia Johnson
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.