



## **Order under Section 30, 31, 57, and 135 Residential Tenancies Act, 2006**

**File Number:** LTB-T-003369-21 and LTB-T-022686-23

**In the matter of:** Upper Unit, 760 Millworks Cres  
Mississauga ON L5V0B9

**Between:** Maya Hegazy Tenant  
Walid Hegazy  
Mohamed Hegazy  
Marah Hegazy

**And**

Hadil Yonis Landlord

Maya Hegazy, Walid Hegazy, Mohamed Hegazy and Marah Hegazy (the 'Tenant') applied for an order determining that Hadil Yonis (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.
- 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.
- collected or retained money illegally.
- gave a notice of termination in bad faith.
- 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 March 3, 2026.

Only the Tenant's Legal Representative Michelle Mont and the 1<sup>st</sup>, 2<sup>nd</sup>, and 4<sup>th</sup> named Tenant attended the hearing.

As of 9:16 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 was adjourned on February 8, 2023, at the Landlord's request stating they had not been provided a PIN.

2. The application appears again before the Board on September 7, 2023, and is adjourned by the Board as there was not enough time remaining on the docket to complete the matter.
3. The application appears again before the Board on May 23, 2024, and is adjourned at the Tenant's request to narrow down the issues in the application.
4. The application appears again before the Board on May 13, 2025, and is adjourned at the Landlord's request as they were not prepared to proceed given the large volume of evidence uploaded.
5. The application appears again before the Board on September 22, 2025, and adjourned by the Board as the Tenant had a total of 1073 pages of evidence. Each application was merged into one package making it difficult to follow her presentation.

#### **Determinations:**

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.
2. The Tenant vacated the rental unit on or about May 31, 2022.
3. **T1 and T2 Application – Illegal Rent Increase, Harassment and Substantial Interference**

The evidence established that once the Tenant refused or questioned an illegal rent increase, the Landlord's conduct escalated significantly.

4. The Tenant provided evidence of repeated pressure regarding unlawful rent increase, including statements from the Landlord that "things would get difficult: if the Tenant does not comply with the rent increase.
5. With respect to the March and April 2022 notices of entry, the Landlord posted notices on the exterior of the Tenants' door stating the purpose of entry was to "take site measurements and photos for application processes." The Tenants testified that prior to receiving these notices, there had been no discussions or circumstances that would have led them to reasonably expect such entry. The notice was vague and unexplained, and the Tenants were left uncertain as to the true purpose of the landlord's attendance.
6. Mr. Hegazy testified that they advised the Landlord, both personally and through their then-paralegal, that they were in the holy month of Ramadan and requested that any non-urgent entry be postponed until after Ramadan to avoid unnecessary disturbance during a significant religious observance. They further requested that if attendance was necessary, the Landlord should be accompanied by police or another neutral third party because prior interactions had caused them to fear harassment and confrontation. They also specifically requested that neither they nor their personal belongings be filmed inside the unit.
7. Despite these clear written requests, the Landlord served a second notice of entry during Ramadan and attended on April 23, 2022. The Tenant testified that the Landlord arrived

with another individual who immediately began filming them while they were inside their home. When the Tenants objected and reminded the Landlord of their written request not to be filmed and not to be disturbed during Ramadan, the Landlord insisted on entry. Police were called by both parties.

8. Evidence included aggressive confrontations including the Landlord pointing his finger in the Tenant's face Unnecessary repeated attendance at the property. The Landlord called police multiple times alleging domestic violence without merit.
9. I accept that police attended and that the Tenants only consented to entry if the Landlord was escorted so they would feel safe. The Landlord ultimately declined to enter personally and instead sent an engineer to complete measurements while police initially remained present. This interaction significantly increased the Tenants' anxiety and distress. The Tenant testified that the repeated police attendance, public confrontations, and filming caused humiliation in front of neighbours, significant emotional distress, and worsening anxiety to the extent that anti-anxiety medication was increased by his physician.
10. I find that while the Landlord retains statutory rights of entry under the Residential Tenancies Act, those rights must be exercised reasonably, in good faith, and without harassment. The surrounding conduct here—particularly the insistence on attendance during Ramadan despite requests for accommodation, the filming of tenants inside their home, and repeated confrontations requiring police attendance—supports the conclusion that the manner of entry substantially interfered with the Tenants' reasonable enjoyment.
11. Mr. Hegazy testified that the Landlord mounted surveillance cameras monitoring the Tenant's entry and exit, including audio recording. He stated that the Landlord attempted to force the Tenants to recover utility payments from the basements tenants rather than fulfilling the Landlord's own obligations.
12. I accept the Tenants' evidence regarding surveillance cameras installed by the Landlord beginning in December 2021. The first camera was installed above the garage facing the driveway, vehicles, front yard, and entrance areas used by the Tenants. Additional cameras were later installed, resulting in a total of three cameras monitoring the exterior perimeter of the rental complex.
13. Although the cameras did not directly record inside the rental unit itself, the I accept that constant surveillance of the immediate perimeter of the Tenants' home can still constitute a serious invasion of privacy and interfere with reasonable enjoyment where it creates a persistent feeling of being watched, monitored, and intimidated. The evidence supports that this was the Tenants lived experience.
14. The Tenant further alleged that the camera was connected to the hydro supply for which he was responsible and testified that visible wiring extended from the camera toward the electrical box serving the unit. While the precise electrical arrangement is not determinative here, the allegation contributed to the broader perception of intrusion and unauthorized use of the premises.
15. In response to the surveillance, the Tenant installed a Canadian flag in January 2022 to obstruct the camera's direct view of the driveway and front area in an effort to restore

privacy. The Landlord responded quickly by involving police and subsequently serving an N5 notice seeking removal of the flag.

16. I accept that the Landlord later physically removed the first flag. Although there was dispute regarding whether the flag was “returned” voluntarily, the evidence confirms that the Landlord admitted removing it and conceded he should not have done so. The Tenants also testified that after replacing it with a second flag, the Landlord again attended and attempted to remove that flag as well, resulting in another police interaction.
17. I find that these incidents, taken together, demonstrate not isolated misunderstandings but a sustained pattern of conduct involving surveillance, repeated confrontational attendance, police involvement, filming, and interference with the Tenants’ efforts to preserve privacy and security within their home.
18. I accept the Tenant’s submission that the Landlord engaged in a continuing course of conduct intended to make the tenancy uncomfortable and to pressure the Tenant to either accept unlawful rent increases or vacate.
19. I find that this conduct substantially interfered with the Tenants’ reasonable enjoyment of the rental unit and residential complex and contributed significantly to the deterioration of the landlord-tenant relationship.

#### **T6 Application – Maintenance and Repair**

20. The Tenant Mr. Hegazy testified regarding multiple maintenance and repair issues that existed throughout the tenancy and testified that the Landlord was notified repeatedly but failed to take reasonable steps to remedy many of them.
21. The Tenant testified that, beginning in January 2021, he notified the Landlord by email regarding several maintenance concerns, including insufficient heating and air conditioning to the upper unit, inadequate garbage facilities for the shared residential complex, landlord-owned appliances left in the garage preventing parking use, a missing bedroom window handle, and other deficiencies.

#### **Heating and Air Conditioning**

22. The Tenant testified that the upper portion of the rental unit was excessively hot in summer and excessively cold in winter because adequate air conditioning and heat did not reach the upper floor. He stated that despite repeated verbal follow-up requests, the Landlord failed to correct the issue.
23. The Tenant produced photographs showing indoor temperature readings below 20 degrees Celsius during winter months. The Tenant testified these photographs were taken personally using his cell phone and were not altered. The Tenant stated that he and his family were forced to sleep with multiple blankets and were unable to achieve comfortable living conditions.

24. The Tenant relied on the City of Mississauga Adequate Temperature By-law 0110-2018, which requires landlords to maintain a minimum indoor temperature of 20 degrees Celsius and a maximum of 26 degrees Celsius during the respective heating and cooling seasons.
25. I find the Tenant's evidence credible and supported by documentary evidence. I find the Landlord failed to maintain adequate heating and cooling contrary to section 20 of the 'Act'.

*Garbage Disposal*

26. Mr. Hegazy testified that the garbage bins provided were shared between the upper unit and basement unit and were insufficient for both households. He stated that the basement tenants regularly filled the bins completely, leaving insufficient space for his household's garbage.
27. The Tenant further testified that he was solely responsible for moving all garbage bins—including garbage belonging to the basement tenants—to the curb and returning them after collection, including during winter months. He stated this was physically difficult and was not his legal responsibility. The Landlord did not provide additional containers or assume responsibility for disposal despite repeated notice.
28. I find the Landlord failed to comply with section 45 of Ontario Regulation 517/06 regarding sufficient garbage facilities and disposal obligations.

*Garage Obstruction and Parking*

29. The Tenant testified that the Landlord left three large appliances in the garage—a refrigerator, stove, and dishwasher—which prevented use of the garage for parking throughout the tenancy. The Tenant stated he repeatedly requested removal of these items and the Landlord repeatedly promised he would return with a truck to remove them but never did.
30. Because the garage could not be used, the Tenant was forced to park one vehicle on the street and incurred multiple parking tickets. The Tenant filed documentary evidence of those tickets.
31. I find the Landlord failed to maintain the garage in a manner fit for its intended use and this interfered with the Tenant's reasonable use of the rented premises.

*Broken Window Handle*

32. The Tenant testified that one bedroom window was missing its handle when possession was delivered. The Landlord did not repair the issue until approximately nine months later, around July 2021.

33. I find the delay unreasonable and contrary to the Landlord's maintenance obligations under the 'Act'.

Toilet Repair

34. The Tenant testified that the toilet flushing mechanism took an excessively long time to refill after each use due to an outdated and failing internal component. He testified that this condition caused repeated inconvenience to his household and interfered with the ordinary use of a basic plumbing fixture essential to daily living.

35. The Tenant stated that he first notified the Landlord of this issue in approximately May 2021 and followed up on more than one occasion thereafter. He presented text messages and photographs into evidence documenting the defect and testified that the photographs were taken personally and were not altered.

36. I accept the Tenant's evidence that the toilet malfunction persisted for an extended period without repair. I find that a toilet that does not function efficiently constitutes a maintenance deficiency, as it affects the habitability and reasonable enjoyment of the rental unit. The Landlord was on notice of the problem and failed to take timely steps to address it.

37. I find that the Landlord's delay in repairing the toilet was unreasonable and contrary to the Landlord's obligations under section 20 of the 'Act', which requires landlords to maintain vital plumbing fixtures in a good state of repair and fit for habitation.

Leaking Sink

38. The Tenant testified there were leaks around the sinks in both the kitchen and master bedroom washroom. When the Landlord attended in July 2021, he repaired only one of the leaking areas and promised to return to repair the kitchen sink but never did.

39. The Tenant stated he was required to repeatedly dry water accumulating under the kitchen sink to prevent further damage.

40. I find the Landlord failed to complete required repairs and remained in breach of section 20 of the 'Act'.

Damaged Doors

41. The Tenant provided photographic evidence showing damage to both a bedroom door and a closet door that existed from the commencement of the tenancy. The Tenant testified that these deficiencies were present when possession of the rental unit was delivered and that the condition of the doors remained unchanged throughout the tenancy.

42. While the Tenant acknowledged that the doors remained functional, I find that the visible damage was more than trivial or purely aesthetic in nature. Doors are integral components

of a residential unit, providing privacy, security, and proper enclosure of living spaces. Ontario Regulation 517/06 requires landlords to maintain doors in a good state of repair, regardless of whether the damage impairs immediate functionality.

43. I find that the Landlord was made aware of the damaged doors and failed to take reasonable steps to repair or replace them within a reasonable timeframe. The continued presence of unrepaired damage contributed to the overall state of disrepair in the rental unit and formed part of a broader pattern of inadequate maintenance.
44. Accordingly, I find that the Landlord failed to meet maintenance obligations with respect to the damaged doors, contrary to section 20 of the *Residential Tenancies Act, 2006* and Ontario Regulation 517/06.

#### Smoke Detectors and Fire Safety

45. The Tenant testified that only one smoke alarm was present when he moved into the unit and that required hardwired smoke alarm protection was missing. During a September 19, 2021, inspection, the Landlord acknowledged that required alarms were missing.
46. The Tenant ultimately contacted the City of Mississauga Fire Department. Following municipal inspection, the Landlord was ordered to install missing smoke alarms and carbon monoxide detectors, which occurred in approximately November 2021.
47. The Tenant testified that the unit lacked proper smoke alarm protection for approximately 13 months.
48. I find this constitutes a serious breach of the Landlord's obligations under section 20 of the 'Act' and applicable fire safety legislation.

#### Snow Removal and Exterior Maintenance

49. The Tenant testified that despite the property containing two separate rental units, he was solely required to shovel snow for the driveway, curb area, and shared exterior portions of the property. He also testified he was solely responsible for grass cutting.
50. No separate agreement existed transferring this obligation to the Tenant, and the Tenant received no compensation.
51. The Tenant testified this work was physically difficult due to back pain and osteoarthritis and was particularly burdensome during winter.
52. I find that the responsibility for snow removal in a multi-unit residential complex remains with the Landlord unless transferred through a separate contract. No such agreement existed here. The Landlord therefore improperly imposed this obligation on the Tenant.

53. The Tenants elected not to proceed on the T5 Application, and that was withdrawn at the hearing.

Analysis

54. I find that the Tenant began notifying the Landlord of multiple maintenance and repair issues as early as January 2021. The evidence demonstrates that these concerns were communicated clearly and repeatedly through email, text messages, and verbal follow-ups. The Landlord was therefore on notice of the conditions complained of for extended periods during the tenancy.

55. While the evidence shows that the Landlord took limited steps to address certain issues—such as eventually repairing the window handle and attending to some plumbing concerns—those responses were partial, delayed, and insufficient. Several significant deficiencies, including inadequate heating and air conditioning, fire safety compliance issues, garbage disposal problems, garage obstruction, and exterior maintenance responsibilities, remained unresolved for prolonged periods.

56. I find the deficiencies relating to smoke alarms and carbon monoxide detectors to be particularly serious. Fire safety obligations are fundamental and non-discretionary. The fact that the unit lacked required protection for approximately 13 months, and that compliance was only achieved following municipal intervention, supports a finding that the Landlord failed to meet basic statutory and safety obligations under section 20 of the *Act* and applicable fire safety legislation.

57. I further find that the continued obstruction of the garage by landlord-owned appliances deprived the Tenant of the reasonable use of an amenity included in the tenancy. This resulted in foreseeable inconvenience and financial loss, including street parking and parking tickets. The Landlord's failure to remove these items despite repeated requests reflects an ongoing disregard for the Tenant's reasonable use and enjoyment of the premises.

58. With respect to snow removal and exterior maintenance, the evidence clearly establishes that these responsibilities were unilaterally imposed on the Tenant in a multi-unit residential complex without a separate agreement or compensation. I find that such obligations properly rest with the Landlord and that the improper transfer of these duties constituted a breach of the Landlord's statutory responsibilities.

59. Considering the evidence as a whole, I find that the cumulative effect of the unresolved maintenance issues, prolonged delays, and safety deficiencies significantly interfered with the Tenant's reasonable enjoyment of the rental unit. The Tenant experienced ongoing inconvenience, physical discomfort, and increased burden as a result of conditions that were within the Landlord's control and responsibility.

60. I am satisfied on a balance of probabilities that multiple maintenance obligations were not met by the Landlord, that critical issues persisted despite repeated notice, and that the Landlord failed to take reasonable or timely steps to remedy these conditions. The Landlord did not attend the hearing and provided no evidence to contradict the Tenant's testimony or documentary evidence.
61. Accordingly, I find that the Tenant has met the burden of proof under the *Act* with respect to the T1, T2 and T6 allegations in the application.

### Remedies

62. The Landlord's representative Ms. Mont requested significant rent rebatements. She requested the following:
- 5–10% rent abatement from January 2021 to October 2021.
  - 50–75% rent abatement from November 2021 to May 2022 for the T2 application.
  - 50% rent abatement for the T6 maintenance issues.
63. I find that substantial remedies are warranted given the duration of the maintenance failures, the seriousness of fire safety deficiencies, the retaliatory and harassing conduct of the Landlord, the impact on the Tenant's physical comfort, privacy, dignity, and security, and lastly the cumulative effect of all breaches.
64. I find a global rent abatement of **\$7,200.00** is fair, reasonable, and proportionate.
65. Harassment, Interference, Illegal Rent Increase Pressure. Total Award of **\$4,200.00** or 58%. This portion reflects the Landlord's serious interference with the Tenant's reasonable enjoyment under sections 22 and 23 of the 'Act', including harassment, coercion, intimidation, threats, surveillance, repeated unnecessary attendances, police involvement without merit, interference during Ramadan, and retaliation after the Tenant refused an illegal rent increase.

### **Breakdown: January 2021 – October 2021**

#### **Moderate Interference Period**

##### **10 months at 5% rent abatement**

66. This reflects the earlier period where the Landlord interfered with the tenancy through utility pressure, repeated attendance, privacy concerns, and mounting tension before the direct threats escalated. **Amount Awarded: \$1,200.00**

### **November 2021 – May 2022 - Severe Harassment / Retaliation Period**

##### **7 months at approximately 25–30% rent abatement**

This reflects the period after the Landlord directly threatened the Tenant that “things would get difficult,” followed by intensified harassment, aggressive confrontations, police calls, camera surveillance, and conduct intended to force the Tenant to vacate.

**Amount Awarded: \$3,000.00 – Totalling \$4,200.00, for 17 months from January 2021 until May 2022**

67. **T6 Application – Maintenance Failures- Total Award - \$3,000.00 or 42% rent abetment.**

**Heating / Air Conditioning Failure**

**Award: \$700.00**

Insufficient heat in winter and inadequate cooling in summer, with temperatures below required municipal standards.

68. **Missing Smoke Detectors / Fire Safety Deficiencies**

**Award:\$700.00**

Serious life-safety issue requiring intervention by the City of Mississauga Fire Department.

69. **Garage Obstruction / Loss of Parking Use**

**Award: \$500.00**

Landlord appliances prevented use of garage and caused street parking and parking tickets.

70. **Garbage Issues + Shared Bin Responsibility**

**Award: \$300.00**

Insufficient garbage bins and improper shifting of disposal obligations to the Tenant.

71. **Snow Removal + Exterior Maintenance**

**Award: \$350.00**

Improper transfer of snow removal and grass cutting obligations without a separate contract.

72. **Toilet Repair + Leaking Sink + Window Handle + Damaged Doors**

**Award: \$450.00**

Multiple unresolved maintenance deficiencies and delayed repairs.

73. Therefore, I find that a rent abatement of **\$7,200.00** is appropriate in the circumstances.

**It is ordered that:**

1. The total amount the Landlord shall pay the Tenant is \$7,344.90. This amount represents:
  - \$7,200.00 for a rent abatement.
  - \$144.90 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 12, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 12, 2026, the Landlord will owe interest. This will be simple interest calculated from May 13, 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.

**May 1, 2026**  
**Date Issued**

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Anthony Bruno  
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.