



Order under Section 30 & 31 Residential Tenancies Act, 2006

File Number: LTB-T-099880-24

In the matter of: 1201, 380 PELISSIER ST
WINDSOR ON N9A6V7

Between: Crystal McPhee
Charles Nelson
Tenants

And

Rabih Chahoud
Joelle Mikhael
Landlords

Crystal McPhee and Charles Nelson (the 'Tenants') applied for an order determining that Rabih Chahoud and Joelle Mikhael (the 'Landlords'): substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household; harassed, obstructed, coerced, threatened or interfered with the Tenants; and withheld or interfered with their vital services or care services and meals in a care home.

The Tenants 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.

This application was heard by videoconference on April 9, 2026.

The Tenants and the Tenants' representative Jimmy Gangadin attended the hearing. The Landlord Joelle Mikhael, the Landlords' witness Dani Hassoun, and the Landlords' representative Maryna Gorge also attended the hearing.

Determinations:

1. As explained below, the Tenants proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must compensate the Tenants in the amount of \$578.25.
2. The Tenants filed a T2/T6 application which did not specify what issues constituted substantial inference, harassment, interference with vital service, or maintenance issues.

However, the Landlord stated that they were prepared to address all of the issues raised in the application.

T6 Application

3. At the commencement of the hearing, the Tenants issues were case managed. The following allegations were heard under section 20 of the Act as maintenance issues:
 - (a) Between September 13, 2024 to October 23, 2024 several windows in the rental unit did not have screens: windows in the living room, dining room, office and second bedroom.
 - (b) Between September 13, 2024 to September 27th or 29th, 2024 the Tenants were only provided with one key to the rental unit, and they did not have a working fob which made the parking lot of the residential complex and the complex's front entry door inaccessible to them.
 - (c) Around October 15, 2024 the Tenants noticed that there was some water which had pooled underneath their kitchen sink, inside of the cabinet.
4. In addition, an issue was withdrawn in the hearing which pertained to the Tenants not having had working electrical outlets in certain sections of the rental unit, unless overhead lights were also turned on.
5. The Tenants sought a 30.00% abatement of rent from September 13, 2024 to December 4, 2024 totalling \$2,009.00 for all maintenance related issues.

T2 Application

6. The following allegation was heard as instance of interference with vital services:
 - (a) Thermostats in the rental unit were not functional between October 15, 2024 to October 23, 2024.
7. The following allegations were heard under section 23 of the Act as instances of harassment:
 - (a) On October 18, 2024 the Landlord Joelle Mikhael sent the Tenants the following communication: "since you moved in until now, you are complaining about every single thing and we are trying our best to solve them one by one. As you know your right very well if you had any issues in the unit then you had to put this all in writing on the rental agreement before moving in and then us as owners, we would either approve or decline".
 - (b) On October 19, 2024 the Landlord Joelle Mikhael sent the Tenants the following communication: "if he leaves without fixing everything needed and you will request any additional list to be done you will have to pay the bill for his next appointments".
8. The Tenants sought \$35,000.00 in general damages and an administrative fine totalling \$1,000.00 for all T2 related issues.
9. Throughout the tenancy the lawful monthly rent was \$2,450.00 per month.

Maintenance

Window Screens

10. The Tenant Crystal McPhee testified about all the issues outlined below. Ms. McPhee stated that on September 13, 2024 she notified the Landlords' property manager that there were no screens on the windows in the unit's living room, dining room, office and second bedroom. The Tenant testified that no work was done to fix the issue until October 19, 2024 and that screens were finished being installed on October 23, 2024. The Tenant testified that they did not want to open the windows without having screens attached and that over this period the rental unit was very hot, and the Tenants had to constantly run fans in order to cool these sections of the unit's interior.
11. The Landlord Joelle Mikhael testified that window technicians attended at the rental unit on October 20, 2024 to commence their work. This start date is reflected in email correspondence between the parties. On October 19, 2024 the Landlord states that their workers will attend the unit the following day on October 20th around 10 a.m. to 11 a.m. to begin conducting the work. The Tenant replies to this email indicating they are only available until 5 p.m. that day.
12. The parties agree that at 5 p.m. on October 20th the Tenant asked the technicians to leave the unit. Because of this, the Landlord states the technicians couldn't return to complete the work until October 23, 2024.
13. The Landlord's notice to enter the rental unit for repair work did not comply with section 27 of the Act because a window of entry between the hours of 8 a.m. to 8 p.m. was not outlined in their notice. Therefore, I do not find that it was unreasonable for the Tenant to ask the Landlord's workers to vacate at the time they had discussed. It is also unreasonable that repair work took over one month to complete.
14. An abatement of rent in the amount of 10.00% is ordered for the period of September 13, 2024 to October 23, 2024 reflecting the minimal disruptions that the Tenants experienced in not being able to properly open their windows. A higher abatement is not ordered because the disrepair did not materially affect the Tenants' normal use and enjoyment of the unit. The Landlords shall compensate the Tenants in the amount of \$330.25.

2nd Key and Working Fob

15. The Tenant testified that only one key to the rental unit was provided to the Tenants, and that the fob they were provided with did not work, which made the parking lot and front door of the complex inaccessible. The Tenant testified that she notified the Landlord's property manager about the fob on September 13, 2024 and was not given full fob access until September 27 or 29th.
16. No compensation is ordered for this issue. The Act does not mandate that a landlord provide one set of keys for each tenant that resides in the rental unit. With respect to not having fob access, the Tenant did not testify about having made any attempts to mitigate their damages, such as by speaking to security or management at their building about

being given a working fob. The Tenants were required to attempt to mitigate their damages pursuant to section 16 of the Act.

Leak under Sink

17. The Tenant testified that they noticed some water had pooled under the sink in their kitchen around October 15, 2024 and that she notified the Landlords the same day. No compensation is ordered for this issue, the Tenant testified that this had no impact on their use or enjoyment of the unit, nor was it a repeat issue.

Vital Services and Harassment

Thermostat/Heating

18. The Tenant stated that she sent the Landlords an email on October 15, 2024 about temperatures in the rental unit having dropped and that the thermostats in the unit were not fixed until October 23, 2024. No compensation is ordered for this issue.
19. The Tenant did not provide any testimony as to what the temperature ranges fell to in their unit over this time. Concerns about temperature readings in a unit are often subjective to the individual that is affected by them. Without actual evidence on this point, I am unable to assess the Tenants' claims against the vital services provisions of the Act about minimal temperatures required in a unit, or if the impact on the Tenants is proportional to the damages claimed.

October 18, 2024 & October 19, 2024 Communications

20. The Tenant testified that the communications sent to her on October 18, 2024 and October 19, 2024 felt combative and intimidating. The Ontario *Human Rights Code* defines "harassment" as: "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome."
21. The Landlord denied intending to harass the Tenants with their remarks, and with respect to the comment made on October 19th the Landlord explained that she was merely notifying the Tenants that additional expenses would be incurred if window technicians had to return over multiple days to fix screens. Nonetheless, I am persuaded that the Landlord's comments would have been perceived as unwelcome or vexatious to a reasonable person, and that the Landlord harassed the Tenants.
22. The Landlord's comments taken as a whole created an environment where the Tenants felt discouraged from making genuine requests for maintenance, that they would have to pay for maintenance, or that they would not have been selected as tenants if they had they voiced their concerns earlier.
23. While I find that the Landlord's comments were harassing in nature, the Tenants claim for \$35,000.00 in general damages and an administrative fine of \$1,000.00 are excessive in the circumstances. These comments, while unwelcome, fall on the lesser end of a spectrum of possible interactions or comments that a landlord could make.

24. The Tenants did not provide any evidence to demonstrate that they developed a medical condition as a result of these interactions, that they incurred any costs, took time off of work, or that the comments had a prolonged or enduring affect on them. Accordingly, I order the Landlords to pay to the Tenants a nominal amount of \$200.00 as general compensation. A fine is not imposed. I am satisfied that general compensation in this amount is sufficient to deter future conduct of the same kind.

It is ordered that:

1. The total amount the Landlords shall pay the Tenants is \$578.25. This amount represents:
 - \$330.25 as an abatement of rent;
 - \$200.00 in general compensation; and
 - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenants the full amount owing by May 19, 2026.
3. If the Landlords do not pay the Tenants the full amount owing by May 19, 2026, the Landlords will owe interest. This will be simple interest calculated from May 20, 2026 at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 8, 2026
Date Issued

Madeline Ntoukas
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.