



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Catizzone v Mahmoud, 2026 ONLTB 30709

Date: 2026-05-11

File Number: LTB-L-049222-24

LTB-T-058157-24

LTB-T-039368-24

In the matter of: 1, 1352 CALIFORNIA AVE
WINDSOR ON N9B3A1

Between: Maria Catizzone Landlord

And

Ahmad Mahmoud Tenant
Abeer El Jabshih
Tuleen Mahmoud

Maria Catizzone (the 'Landlord') in applied for an order :

- to terminate the tenancy and evict Ahmad Mahmoud, Abeer El Jabshih, Tuleen Mahmoud (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant; and the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises.
- for compensation for each day the Tenant remained in the unit after the termination date.
- requiring Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was allegedly caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

(L2 Application LTB-L-049222-24)

The Tenant applied for orders determining that 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. **(T2 Applications LTB-T-039368-24 and LTB-T-058157-24)**

- 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. (LTB-T-058157-24) (**T6 Application**)

These applications were heard by videoconference on April 13, 2026 and May 1, 2026.

The Landlord Maria Catizonne for both Landlords and the Tenant for all Tenants attended the hearing. Clint Cadden represented the Landlord. Yunqiao Zhang represented the Tenant.

When the capitalized word Tenant is used in this order, it refers to all persons identified as a tenant at the top of the order.

L2 Application LTB-L-049222-24 Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On May 31, 2024, the Landlord gave the Tenant an N5 notice of termination (N5 Notice). The N5 Notice contains the following allegations:
 1. The Tenant caused undue damage to the rental unit and substantially interfered with the Landlord by drilling holes in the fireplace to hang a television.
 2. The Tenant substantially interfered by running water constantly on May 17, 2026.
 3. The Tenant substantially interfered by spraying a malodorous substance into the hallway at the back door.

Undue Damage

4. The Tenant drilled two holes in the brick fireplace in order to mount a television in August of 2023. The Landlord testified this was discovered on April 27, 2025. When she discovered the issue is not particularly relevant, although I accept the Landlord had the opportunity to know the television had been installed before April 27, 2024 due to prior inspections of the rental unit.
5. Before the Landlord served the N5 Notice, the Tenant removed the television, and had the holes professionally filled. The Landlord provided photos of the fireplace taken on May 4, 5, and 6, 2026 after the repair was complete. There is no evidence of holes or any undue damage.
6. Other than the Landlord's speculation, there is no evidence the holes have or will cause 'structural damage'. I accept the Tenant's multiple second opinions from other masonry contractors that the repair was flawless and requires no further work.
7. I am of the view that there was no undue damage on which to base an N5 notice of termination. Based on the evidence of when the repairs were completed, because the

Tenant repaired the damage before the N5 notice was served, there was nothing to void with respect to undue damage. There can similarly be no substantial interference if there is no undue damage in existence.

8. In any case, the Landlord failed to prove that the bricks or the fireplace itself was ever damaged. Although the Landlord provided a very high quote to have the fireplace “reworked”, there is no reliable evidence or report before me that any brick was damaged sufficient to require dismantling and replacement of any bricks. The bricks pointed out by the Landlord as different, look no different to other bricks in other areas of the fireplace. Holes in the mortar between brick is not undue damage outside normal wear and tear. Two holes, easily filled, are no different than holes in drywall for pictures.

Water Running and Odour

9. The Landlord claimed the Tenant ran water for 3 hours in the morning on May 17, 2024 and this substantially interfered with her rights and the reasonable enjoyment of the residential complex by other Tenants. She testified that she stood below the Tenant’s rental unit water pipes in the basement and listened for three hours while the water ran.
10. She testified that running water for three hours seems unreasonable and believes the Tenant was doing it intentionally. I note there are three people living in the rental unit, and there are two other units above and below the Tenant. Despite that the Landlord insists she could tell which pipe in the basement was creating the water sound, no evidence was provided that normal activities could not have caused the sound. Moreover, the parties agree the Tenant’s toilet was ‘running’ sometime around this period, making a constant water noise, and was repaired by the Landlord at the end of July.
11. The Landlord failed to prove the Tenant did not void the N5 Notice as it relates to water running. Although the Landlord testified the Tenant ran the water ‘constantly’ she could point to no other specific dates or times except a time in September. Her testimony that she is there every day and hears water every day is insufficient to establish any specific instances when the water was proven to be flowing for an excessive time from the Tenant’s rental unit. I find it improbable that the Landlord stood in the basement every single day for hours on end to hear water running, but never recorded a date, nor investigated its source further. Without particulars, a general statement that it is ‘heard all the time’, does not prove the Landlord’s allegation.
12. The evidence of the Landlord’s witness, Dan Lucier, is unreliable. He acknowledges he doesn’t remember or keep track of dates and events and admits that he doesn’t know where the sounds are coming from. He acknowledges he was told by the Landlord the source of water was the Tenant’s apartment and did not have an independent observation of the direction of the water. Neither the Landlord nor the Tenant knocked on the Tenant’s door to investigate the water sound. On a balance of probabilities therefore, the Landlord failed to establish that the Tenant continued the activity of running water to excess within 7 days after the N5 Notice was served.
13. The Landlord also claimed that on May 16, 2024, the Tenant stepped out of his rental unit, sprayed a substance and then went back in. The Landlord testified the space smelled like skunk. The Landlord testified other tenants have complained of skunk odour to the

Landlord but refuse to come forward to testify, and she could not state any other times or who complained. The Landlord did not knock on the Tenant's door to ask why he sprayed something. She has no evidence other than speculation that it was not an air freshener. She presumes it was a noxious spray.

14. In contradiction to her own testimony the Landlord's letter on May 24, 2026 to all building tenants stated she was still attempting to identify what or who is creating the skunk odour. The Landlord acknowledged that homeless people enter the building and I accept the Tenant's submission that they could be the source of the odour, through marijuana smoking. So could other tenants and as could skunks. No evidence was given that anyone was observed spraying anything after May 31, 2026.
15. The Tenant denies spraying anything or causing any odour.
16. The Landlord is required to prove that the Tenant did not void the N5 Notice within the 7 days after the Notice was served.
17. I find the Landlord led insufficient evidence to establish that the Tenant sprayed anything anywhere in the seven days after the Notice was served on May 31, 2026.
18. I find therefore, that the Landlord failed to prove that the Tenant did not Tenant stop the conduct or activity or corrected the omission within seven days after receiving the N5 notice of termination. Therefore, the Tenant voided the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
19. Having found the N5 Notice to be entirely voided, the Landlord's application will be dismissed.

Determinations: T6 Application LTB-T-058157-24

1. As explained below, the Tenant failed to prove on a balance of probabilities the maintenance allegations contained in the application. Therefore, the application is dismissed.
2. The Tenant alleged the Landlord failed to repair a broken front door lock, a stove and the toilet, and to correct an odour in the residential complex.
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.

Door Lock

1. Regarding the back door lock, the Tenant testified it had been sticking. He claims he notified the Landlord of this 3-4 months before it was repaired but can't recall if she came to look at it. He provided no documentation that he notified the Landlord prior to June 2, 2024. He sent a letter to her on June 2, 2024 about the lock. The Landlord attended within a day or two. The Landlord tested the lock, found it to be working correctly, and showed the Tenant's father, who speaks little English, how to use it.
2. The Landlord testified the lock has a particular way of locking with the key, and they simply didn't know how to use it. I find the Tenant did not establish at this point, any disrepair with the lock.
3. The Tenant says that at some point after June 2, 2024 the key broke in the lock. He cannot say when. He provided no photo or video evidencing the 'disrepair' of the lock, nor that it failed to work with a broken key. He believes he told the Landlord of this breakage sometime later in June or July but cannot recall when. The lawyer's letter sent to the Landlord on June 6, 2024 makes no mention of the lock. He also makes no mention of the broken key in the lock in his letter on July 17, 2024.
4. The Tenant testified he felt unsafe in his home as a result of the broken lock and purchased a camera as protection which he installed outside his door.
5. The Tenant has an obligation to mitigate his damages. He testified he did so by buying a door camera. I find that was not a reasonable mitigation. The Landlord is not responsible for the Tenant's choice to put a camera on his door, which he did without permission of the Landlord. A camera will not stop intruders. Instead, the Tenant was welcome to try WD40 in the lock or to change the lock himself, at a lower cost than the camera, and give a key to the Landlord. He did not do that and I find his mitigation efforts of little assistance to him.
6. On July 23, 2024 the Landlord sent a professional to fix the lock, the stove and the toilet.
7. I find, in the absence of evidence of actual disrepair I cannot conclude the Tenant had a lock issue until he broke his key in the lock. In the absence of evidence as to when the key was broken in the lock, I cannot determine if the Landlord did not respond in a reasonable or timely manner. I am not satisfied therefore that the Landlord did not meet their obligations under section 20(1) of the Act regarding the locking system.

Toilet

8. The Tenant testified that in June the toilet started making a running water sound. The pump was running continuously.
9. The Tenant testified he notified the Landlord verbally but cannot recall when, he believes it was months before, in February of 2024. Given his process of sending letters to the Landlord to document his concerns, I find his lack of written notification unreliable. The first written communication about the toilet came on June 17, 2024, after the Tenant received notices of termination for the continuous water running.

10. That the Landlord was of the view the water was continuously running intentionally, and not because of a toilet, suggests the Tenant did not tell the Landlord about the toilet. It also suggests the likelihood that the toilet was not running at all until well after the complaint notice of termination on May 31, 2024.
11. The Tenant produced no photo of the toilet disrepair, nor a video of it running. While I cannot conclude the Tenant intentionally damaged the toilet flushing mechanism, I note the Landlord testified she saw the flush arm broken in half, when she attended to have it repaired on July 23, 2024. The Landlord responded in 7 days to all maintenance issues after the June 17, 2024 letter. I find this response sufficiently timely and reasonable.
12. In the absence of supporting evidence and in light of the contradicting evidence of the Landlord, I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) to repair or maintain the toilet of the rental unit.

Stove

13. The Tenant testified the stove was damaged. Two burners were not working. He noticed the problem in June and told the Landlord about it in June but did not know the date. He also notified the Landlord on July 17, 2024 in a letter.
14. The Landlord acknowledges the disrepair but denies being told about the stove until the July 17, 2024 letter.
15. I note that the Tenant's June 2 and June 6 letter make no mention of the stove. The Tenant produced no other communication supporting that he notified the Landlord there was a stove problem. The Landlord responded within 7 days and repaired the stove on July 23, 2024. I find that to be a reasonable and timely response.

Odours

16. The Tenant claimed there were odours in the residential complex. None of his letters reference an odour, except the June 6, 2024 letter in which he denies the Landlord's N5 Notice allegations made on May 31, 2024. He makes no allegation of his own, and in all probability this claim is a response to the Landlord's allegation.
17. The Tenant failed to provide any evidence of any time he smelled an odour or the suspected the source of any odour. He failed to provide any evidence that the Landlord, or the Landlord's lack of maintenance caused any odours. He pointed vaguely to homeless people in and around the building.
18. The Tenant therefore failed to provide any evidence of disrepair leading to odour. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) regarding odours in the rental unit.

T2 Application Determinations (LTB-L-039368-24 and LTB-L-058157-24):

1. The Tenant alleged the follow in their T2 applications

1. The Landlord's behaviour by yelling and screaming, serving N5 Notices and repeated entries harassed them and substantially interfered with their reasonable enjoyment of the rental unit.
2. The Landlord illegally entered the rental unit on May 5, 2024.
3. The Landlord illegally entered the rental unit on July 18, 2024.
2. As explained below, the Tenant proved the allegations regarding the TV Mount and M5 Notice of termination contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$500.00 and comply with the conditions ordered below.
3. The Tenant did not prove the allegation of illegal entries.

Harassment and Substantial interference: TV Mounting and N5 Notice

4. The Tenant alleged the Landlord substantially interfered with his reasonable enjoyment of the rental unit by serving an N5 Notice of termination due to his mounted television, and the manner in which she behaved in investigating and giving this notice.
5. The Landlord noticed the television during her inspection on April 27, 2024. The Landlord denies this however, she has completed previous inspections, and therefore I'm satisfied that whether she gave permission for its installation, she knew, but may have forgotten it was there. The Landlord attended the rental unit three days in a row to take pictures of the fireplace, on May 4, May 5, and May 6, 2024. She became upset because the Tenant had repaired the holes. The Tenant testified that on that occasion she shouted at him for the repair. He also testified that on May 5, 2024 she took pictures of his refrigerator door, continuing family photos including those of children, with no permission. He attempted to block her with his body and arms, but she continued and said she would send them to her lawyer.
6. The Tenant produced video of a conversation on May 15, 2024 which he recorded with the Landlord while she was talking with her contractors. In the video the Tenant is calmly asking the Landlord when the door will be fixed. The Landlord is shown losing her temper immediately, declaring she will call police and pulls out her phone, and when asked again what he did and that he only wants the door fixed, she yells 'It's not true!' and gestures aggressively. This video demonstrates the Landlord's frustrated and unresponsive behaviour.
7. On the other hand, the Tenant's actions videotaping her, following her and repeatedly making demands, although speaking calmly, was provoking in the presence of a number of contractors. He was, in essence, rude. I find however, that the Landlord's behaviour was egregiously disproportionate to his rudeness.
8. The Landlord testified she believed she had a right to serve the N5 because she didn't know if structural damage had occurred to the fireplace, and the Tenant was not entitled to repair the holes without her permission. The Landlord came again on May 15, 2024 with a contractor, spoke Italian the entire visit and was refused to explain or speak to the Tenant.

9. The Landlord denies bad behaviour generally but agrees she acknowledges she gets mad at the Tenant and admits she gets upset because he 'doesn't respect the lease'. She gave contradictory testimony, at one point denying she raises her voice, but then admitting if she raises her voice it means 'he has to tell her something. If he tells her something not nice she has to defend herself'. Regarding the video the Landlord testified the Tenant was screaming and crazed, however, the video shows no indicate the Tenant was calm, although insistent.
10. Regarding the photos, the Landlord testified she believed the photos on the fridge might damage it and felt she was justified asking them to be removed. She wanted photos to prove it but denied she said she would send the photos to her lawyer. She testified she probably doesn't have them anymore but can't be sure. I find this state conflicting given she took the photos for the very purpose of proving they were there for litigation.
11. A landlord has the right under the Act to serve notices of termination on tenants, even if the landlord later fails to prove the allegations. In addition, the Tenant has the right to respond to a termination notice by voiding the or attending a hearing to oppose the allegations.
12. A Tenant has the choice and right to either repair or replace the damaged property in order to void the notice of termination. These options are set out directly in the notice of termination the Landlord served upon the Tenant. The Tenant does not need permission to repair any damage. I find the Landlord's attempt to evict *because* the Tenant repaired the holes, rather than for causing them, to be unreasonable and both harassment and interfering with his reasonable enjoyment of his rental unit.
13. However, the manner in which the notice is served, and the manner in which a Landlord administers its duties and obligations must not *substantially* interfere with a tenant's reasonable enjoyment of their unit for all usual purposes.
14. In this case, the Landlord went beyond exercising her rights and entered the realm of unreasonable by serving an N5 notice which obviously had no cause of action, and also for repeatedly entering when it was unnecessary. She further interfered with the Tenant by losing her temper repeatedly, even while in the Tenant's home. The Landlord's reasoning that she had to attend three times because her camera didn't take adequate pictures is unreasonable. A Landlord has an obligation to minimize disruption and not to interfere with the reasonable enjoyment of the rental unit by the Tenant and his family. In the context of two small holes in the mortar of a brick fireplace, the Landlord's reaction was out of proportion.
15. Moreover, while attending to purportedly take pictures for a second time, she agrees she accused the Tenants of damaging the fridge, without justification, insisted they remove their photos, and began photographing their family photos without permission. While a Landlord is entitled to take photos of a rental unit for inspection purposes, it is unreasonable and an invasion of privacy that photos are taken of family pictures, including children.
16. Harassment means egregious conduct known or ought to be known to be unwelcome to the Tenant. In this case, I am satisfied the Landlord's behaviour rises to the level of harassment.

17. Based on the evidence before me, I find that 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 and harassed the Tenant in regard to the TV mount and N5 Notice of Termination.

Illegal Entry May 5

18. The Tenant testified that the Landlord attended on May 5th without prior notice to take more pictures. He was sleeping at the time. The Landlord agrees she attended to take more pictures and agrees she did not give a proper notice of entry.
19. I am satisfied based on the uncontested evidence of the Landlord that the Tenant's father permitted entry. The Tenant's father did not testify and the tenant was sleeping at the time. I therefore prefer the direct evidence of the Landlord over hearsay of the tenant.

Illegal Entry July 18.

20. The Tenant testified the Landlord was told about the lock problem on July 17, 2024 verbally and he asked for it to be fixed. On July 18, 2024 she came to inspect the lock but listened instead for running water. He asked her to fix the lock and when she refused he asked her to leave.
21. I find that the Landlord on that date was invited by the Tenant to enter, on his terms, to fix the lock, however there was no evidence the Landlord was there to actually fix anything. By inviting her in, she was legally entering, and therefore he failed to prove unlawful entry.

T2 Application LTB-T-058157-24 Determinations:

22. In this second T2 application the Tenant also claimed substantial interference due to the Landlord's behaviour regarding the TV mount and N5 Notice served on May 31, 2024. As I have made the determinations above in LTB-T-039368-24 I will not consider the issue again.
23. The Tenant also alleged in his application LTB-T-058157-24 that the Landlord substantially interfered with his reasonable enjoyment of the rental unit and harassed him as a result of her behaviour when dealing with the maintenance issues of door lock, stove and toilet, and that there were persistent unpleasant odours in the residential complex.
24. Based on the evidence before me and my determinations made above in the T6 application, I am persuaded the Tenant has proven on a balance of probabilities that the Landlord harassed him while dealing with those maintenance issues. She knew, or ought to have known that shouting at the Tenant, threatening to call police for actions that do not reasonably warrant police intervention, entering the unit for one purpose, under the guise of another, would be unwelcome.
25. I find this behaviour just rises to the level of harassment.
26. The issue of persistent odours has been dealt with above from a maintenance standpoint. Regarding substantial interference and harassment, the Tenant failed to establish that the odour itself, or the Landlord's behaviour around the odour issue rose to the level of

substantial interference or harassment. Except for May 16, 2024, no other dates of odour were in evidence. Nor was there evidence, apart from the N5, which the Landlord is entitled to serve, that the Landlord's behaviour around this issue was substantially interfering or harassing. While it is upsetting to be accused of creating the odour, and being served an N5 Notice, something more is necessary to prove harassment or substantial interference. The Tenant failed to prove their case, and that issue will be dismissed.

Remedies

27. The Tenant requested a 50% rent abatement for the Landlord's behaviour. This is, in my view, an unreasonable amount. I am mindful that the parties have a very contentious relationship with provocation behaviour on both sides. Keeping that in mind the remedy ordered will be tempered. However the impact to the Tenant of the Landlord's screaming and yelling affected how he feels living in the rental unit and his feeling of safety and security of tenure. While this is the Landlord's business, it is the Tenant's home. I find given the evidence before me that a lump sum abatement in the amount of \$500.00 is appropriate for the period from May through July, 2024.
28. The Tenant requested the Landlord stop their activities and I find this request is reasonable. Therefore, the Landlord must refrain from yelling, screaming, to refrain from threatening to call police unnecessarily, and must not enter the rental unit subject to the restrictions ordered below.
29. The Tenant's request for compensation for the camera and doorbell camera is denied. These were optional purchases that the Landlord is not responsible for and are far in excess of the Tenant simply buying a new lock and giving the Landlord the key.
30. The Tenant also requested the Board order the Landlord pay an administrative fine for breach of the Act. The Board's Interpretation Guideline 16 states that an administrative fine is a remedy to be used 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".
31. In the present case, as the Tenant has been awarded a sufficient monetary remedy, I find that this provides an adequate deterrent. The request for an order for an administrative fine is denied.

It is ordered that:

1. The Landlord's application LTB-L-049222-24 is dismissed.
2. Regarding the Tenant's T6 maintenance application LTB-L-058157-24, that application is dismissed.
3. Regarding the Tenant's T2 applications LTB-T-058157-24 and LTB-T-039368-24, where I have found the Landlord in breach, the Landlord must refrain doing the following:

- Refrain from harassing the Tenant by yelling and screaming at the Tenant or the occupants of the rental unit.
 - Refrain from threatening to call police unnecessarily
 - Refrain from entering the rental unit except when absolutely necessary, for no more than one inspection every 6 months unless otherwise requested unless an urgent maintenance issue arises or the Tenant or occupants of the rental unit request entry for a maintenance issue, and then only for one inspection, and attendance for repair.
4. The Landlord shall pay to the Tenant \$548.00. This amount represents:
- \$500.00 for a rent abatement for May 2024 through July 2024.
 - \$48.00 for the cost of filing the application.
5. The Landlord shall pay the Tenant the full amount owing by May 25, 2026.
6. If the Landlord does not pay the Tenant the full amount owing by May 25, 2026, the Landlord will owe interest. This will be simple interest calculated from May 26, 2026 at 4.00% annually on the outstanding balance.
7. If the Landlord does not pay the Tenant the full amount owing by May 25, 2026, the Tenant may recover this amount by deducting \$100.00 monthly from the amount of rent owing for 5 month(s) starting June 1, 2024 through to October 1, 2024.
8. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 11, 2026
Date Issued

Julie Broderick
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on November 2, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.