



Order under Sections 30 and 31 Residential Tenancies Act, 2006

File Number: LTB-T-073619-25

In the matter of: 251 LONDON ST S
HAMILTON ON L8K2H1

Between: Olujumoke Bolarinwa Tenant

And

HUSAM EL-TAWIL Landlord

Olujumoke Bolarinwa (the 'Tenant') applied for an order determining that HUSAM EL-TAWIL (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 (T2 application).
- 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 (T6 application)

This combined T2/T6 application was heard by videoconference on May 13, 2026. This application was also heard together with application, LTB-T-041014-26 (T1 application), however a separate order will be issued for that matter.

The Tenant and the Landlords' (Faheem Ahmed and Roger Sampson) Legal Representative, S. Bilato, attended the hearing. As of 2:32 p.m., the Landlord, HUSAM EL-TAWIL, 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. The parties before the LTB consented to remove Faheem Ahmed and Roger Sampson as parties in this application.
2. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay \$1,018.00 to the Tenant on or before May 26, 2026.

3. The Tenant entered into a tenancy agreement with the Landlord and moved into the rental unit on June 30, 2024 at a monthly rent of \$2,600.00 due on the 1st day of each month. She stated that her monthly rental amount included all utilities. She moved out of the unit on March 20, 2026.
4. The Tenant raised many issues in this application but decided to only proceed on the issue in the T2 related to the Landlord's interference with vital services and substantial interference with her reasonable enjoyment of the rental unit.
5. The Tenant also stated that issues arose in the tenancy when the rental unit was listed for sale by power of sale and the Landlord stopped paying for electricity, gas and water. She stated that in December 2025 she found out that the utilities were not being paid and in February 2026 she received a letter advising that gas services will be shut off (DOC-6452507) if the amount is not paid. Fearing that she will lose heat during the winter, she stated that she paid \$970.00 to Enbridge to ensure that the services are not disconnected.
6. Based on the uncontested evidence before me, I find that the Landlord substantially interfered with the reasonable enjoyment of the rental unit by the Tenant by failing to pay for the utilities as agreed under the tenancy agreement.
7. Since the none of the utilities were disconnected, I was not satisfied that the Landlord withheld or interfered with a vital service.

Remedy

8. The Tenant has out-of-pocket expenses in the amount of \$970.00 because of the Landlord's actions. The Landlord must pay the Tenant this amount.
9. The Tenant is entitled to the costs of filing this application.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,018.00. This amount represents:
 - \$970.00 for the reasonable out-of-pocket expenses the Tenant has incurred; and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 26, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 26, 2026, the Landlord will owe interest. This will be simple interest calculated from May 27, 2026 at 4.00% annually on the balance outstanding.

May 15, 2026
Date Issued

Lisa Del Vecchio
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.