



Order under Section 31 Residential Tenancies Act, 2006

Citation: Woodhouse v Mohammad, 2026 ONLTB 46003

Date: 2026-06-11

File Number: LTB-T-061138-24

In the matter of: Basement, 888 Antonio Street
Pickering ON L1W1T3

Between: Melanie Woodhouse
Christopher Davidson-Belobradic
Tenants

And

Hassan Mohammad
Landlord

Melanie Woodhouse and Christopher Davidson-Belobradic (the 'Tenants') applied for an order determining that Hassan Mohammad (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.

The Tenants also applied for an order determining that the Landlord collected or retained money illegally.

This application was heard by videoconference on April 2, 2025, and on March 31, 2026.

The Landlord and the Tenants attended the hearings.

Determinations:

T1 Application:

1. After the hearing on April 2, 2025, interim order LTB-T-061138-24-IN was issued on April 10, 2025, resolving the T1 application.
2. At the hearing on March 31, 2026, the parties agreed that the Landlord complied with order LTB-T-061138-24-IN.

T2 Application:

3. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities.
4. The Tenants live in the basement of a house which is divided into two units. There is an upper unit where the Landlord's sister and brother-in-law reside. There is only one thermostat, and it is located in the upper unit. The furnace is electric.
5. The monthly rent is \$1,350.00, due on the first day of each month.
6. The utilities are divided between the parties with the upper paying 60% and the Tenants paying 40%.
7. The Tenants allege that the Landlord has failed to adequately respond to their complaints about insufficient heat in the winter and freezing air conditioning all summer.
8. The Tenants said that they first began to complain to the Landlord on December 28, 2023. They submitted into evidence a text written on December 28, 2023, in which they write to the Landlord, "...could you tell the upstairs tenants to please keep the heat on and have it set to a minimum of 21 degrees. The basement keeps getting super cold. We even went out and bought a thermometer verify (sic) if it's below 21 degrees." They include a photo of a thermometer reading of 18.2 degrees centigrade. The Landlord replied to them saying, "Yes on it."
9. The Tenants said the temperature was all right for a while afterward. They said that they did not want to complain too much, and they started using their gas fireplace to supplement the heat. They said that the fireplace only heats the front room, not their bedroom, back room, kitchen or bathroom.
10. The Tenants submitted into evidence the Landlord's response to their next complaint on March 13, 2024. He responds that the upstairs is set to 22, and "any higher and their new born baby is unable to sleep due to the heat upstairs. I hope you can understand due to these circumstances. It is a basement which will be colder than the rest of the house. I can offer you a heater if need be...."
11. The Tenants submitted into evidence a number of temperature readings from March 2024 and April 2024, which show temperatures between 17.7 and 19.5 degrees. They said that the upper tenants had the air conditioning running at times in April 2024. They said that the Landlord kept responding in a similar way, telling them the temperature upstairs was set above 21 degrees, or that they, the Tenants, should run space heaters. They said that as of April 8, 2024, the Landlord began to suggest that they leave. The Landlord wrote to them on April 8, 2024, saying "You are welcome to look for a new rental unit...As for temperature the house is set at 24. My hands are tied, you are welcome to find a new unit to rent please give me notice (sic)."
12. The Tenants said that the Landlord served them with a document on May 9, 2024, that informed them the City was evicting them because the unit was not up to fire code. They submitted into evidence an order to comply from the City of Pickering to the Landlord, dated May 7, 2024. The order to comply said that the Landlord had to obtain a building permit for an "accessory dwelling unit or restore the basement back to the original approved conditions by no later than June 20th, 2024." They said the Landlord did not pursue them further until he served them with an N12 notice for Landlord's own use in May

2025. The Landlord's application based on that N12 notice was dismissed, as a result of a finding that the Landlord had not proved a good faith intention to reside in the rental unit. The order LTB-L-046516-25 dismissing the Landlord's application was issued on January 7, 2026.

13. The Tenants said that, for the last two years, the Landlord has not done anything differently to address their concerns. They said that they asked him to move the thermostat to a communal area, but he failed to do it, and he refuses to install a second thermostat. They said that they have complained over 50 times in the last two years.
14. The Tenants said that in the winter of 2023-2024, the temperature was below 20 degrees about 80% of the time. This was also true, they said, in Spring and Summer of 2024 because the upstairs tenants were running the air conditioning very low. They said the temperature was all right between August 2024 and March 2025, but then from mid-March 2025 to mid-June 2025, the temperature was below 20 degrees 60% of the time. From June to September 2025, they said the temperature was all right and then September 2025 the temperature was too low 60% of the time. The Tenants said that October 2025 to February 2026 was all right, but by February 2026 they started suffering from freezing temperatures again, about 25% of the time, mostly at night.
15. The Tenants said that when the temperatures were very low, they had to sleep in warm clothing, use heating blankets, and it was so cold it sometimes woke them up at night.
16. The Tenants request a rent abatement for the substantial interference with their reasonable enjoyment of their unit. They also request that the Board order the Landlord to install a second thermostat.
17. The Landlord said that he has asked the upstairs tenants to set the thermostat at 24 degrees. He said that the Tenants refuse to use the gas fireplace in their unit, but he said that he has not been in their unit to check how much heat the fireplace emits.
18. The Landlord said that he got a quote for a second thermostat, and it was prohibitively expensive at about \$3,000-4,000.00.

Reasons and Analysis:

19. I find that the Tenants have proved the allegations in their application for the following reasons.
20. Subsection 21(1) of the *Residential Tenancies Act, 2006* (the 'Act') provides that a landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed, withhold the reasonable supply of any vital service, care service or food that it is the landlord's obligation to supply under the tenancy agreement or deliberately interfere with the reasonable supply of any vital service, care service or food.
21. The City of Pickering bylaw on heating systems provides that every dwelling unit shall have heating equipment capable of maintaining a temperature of 20 degrees Celsius.

22. It is undisputed that the residential complex has only one furnace, and one thermostat, located in the upper unit. The Tenants have no control, nor access, to the thermostat.
23. The Tenants had extensive photographic and testimonial evidence that the temperature of their rental unit was frequently below 20 degrees Celsius since December 2023.
24. The Tenants informed the Landlord as of December 2023, that there was a problem in their unit. They did not have evidence of a repeat complaint until March 2024. However, the Landlord's response was repeatedly the same. He either replied that he told the upstairs tenants to increase the temperature, or the upstairs tenants were unable to increase the temperature due to an issue with their baby, or that he would supply space heaters to the Tenants, or he told them to use their gas fireplace. Sometimes the Landlord alleged that the Tenants' temperature readings were inaccurate. It is undisputed that the Landlord never attended the rental unit to take his own temperature readings, nor did he inspect the rental unit to see how much heat was provided by the gas fireplace. It is also undisputed that the Landlord never attempted to install a second thermostat over which the Tenants would have control.
25. I find that the Landlord was well aware by April 2024, that there was a problem with insufficient heat in the Tenants' rental unit. The evidence is that by April 8, 2024, the Landlord attempted to have the Tenants vacate the unit rather than take more proactive steps to address the heat inadequacy. The Landlord first tried to get the Tenants to leave in May 2024 by showing them the City's order to comply. Then he served them with at least two N12 notices of termination. On one of the N12 notices, the Landlord filed an application that was ultimately dismissed after a hearing before the Board.
26. The Landlord has an obligation to supply sufficient heat pursuant to subsection 21(1) of the Act cited above, and also by virtue of the municipality by-laws. The Landlord was informed by the Tenants that he was not providing sufficient heat, yet he did very little to either inspect, or to address the problem. The problem is ongoing. The Tenants have provided detailed dates when they suffered from the problem, and there are periods when they did not suffer from the problem as much, either because the upstairs tenants were keeping the thermostat at an adequate temperature or the outside temperatures were not as cold. I therefore find the Tenants' evidence credible. Erratic periods of adequate temperatures, and then very inadequate temperatures are consistent with what the Landlord either did, or what he failed to do, which was occasionally telling the upstairs tenants to increase the thermostat, and not installing a thermostat system over which the Tenants had any control. While the Tenants said that most of the current winter has not been as problematic, they said that as of two months prior to the hearing, they were again suffering from the extreme cold at least 25% of the time. The last two months were, in general, very cold.
27. The Landlord was informed of the problem, the problem has been ongoing for almost 2 ½ years, the Landlord failed to adequately address the problem. It is the Landlord's responsibility to ensure that there is adequate heat in the rental unit, and he has breached this responsibility. Therefore, I find that the Landlord has substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household by failing to provide adequate heat to the rental unit. The Tenants are entitled to a remedy for the substantial interference.

28. The Tenants are entitled to a rent abatement for the period January through August 2024, then mid-March through mid-June 2025, September 2025, and from February 2026 and ongoing until the issue is resolved. They will be entitled to an ongoing rent abatement until the Landlord installs a separately zoned thermostat system for the basement unit over which the Tenants have control.
29. I find that the Tenants are entitled to the 33% rent abatement they requested for the eight months from January through August 2024 (or $\$1,350.00 \times 33\% \text{ annual} \times 8 \text{ months} = \$3,564.00$). This substantial abatement takes account of the ongoing suffering and discomfort of the Tenants throughout this period. They were unable to sleep properly, they had to wear extra clothing, nor were they comfortable in their unit for a sustained period. For the period mid-March through mid-June 2025, the Tenants are entitled to a rent abatement of 20% or $(\$1,350.00 \times 20\% \times 3) = \810.00 . For September 2025, the Tenants are entitled to a rent abatement of 20% = $\$270.00$. For the period commencing February 1, 2026, and ongoing until the Landlord installs a zoned thermostat system where the Tenants have control over their unit, the Tenants will be entitled to an ongoing 10% rent abatement, or $\$135.00$ per month at the current rent amount. The total abatement is $\$4,914.00$ to the date of the hearing, and then an ongoing 10% of the rent commencing April 1, 2026, until the Landlord installs a zoned thermostat for the Tenants' unit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is $\$4,962.00$. This amount represents:
 - $\$4,914.00$ for a rent abatement.
 - $\$48.00$ for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by June 22, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by June 22, 2026, the Landlord will owe interest. This will be simple interest calculated from June 23, 2026 at 4.00% annually on the balance outstanding.
4. Commencing April 1, 2026, and continuing each month the Tenants have the right to deduct 10% from the monthly rent until the Landlord installs a zoned thermostat system with a thermostat to which the Tenants have access and control.
5. If the Landlord does not pay the Tenants the full amount owing by June 23, 2026, the Tenants may recover this amount by deducting it from the rent each month until the full amount is paid.
6. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 11, 2026
Date Issued

Nancy Morris
 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.