



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-026805-23

In the matter of: 443 WILLMOTT CRES
MILTON ON L9T6W7

Between: Melissa Issa
Amira Eesa
Vanessa Issa
Tenants

And

Fouad Alzaidan
Zhoor Al haddad
Landlords

Melissa Issa, Amira Eesa and Vanessa Issa (the 'Tenants') applied for an order determining that Fouad Alzaidan and Zhoor Al haddad (the 'Landlords'):

- entered the rental unit illegally.
- 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.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on June 17, 2026.

The Tenants' Legal Representative, D. Cordaie, the Tenants, Melissa Issa (MI), Amira Eesa (AE) and Vanessa Issa (VI), the Landlords' Legal Representative, U. Khan, and one of the Landlords, Fouad Alzaidan (FA), attended the hearing.

The following witness testified at the hearing:
Issa Alzedan (IA), the Landlords' son, on behalf of the Landlords

Determinations:

Request to Amend

1. The parties were before the LTB on November 29, 2024 wherein the Tenants requested an adjournment as they had vacated the unit and wished to amend the remedies in their application. At that time, the matter was adjourned to allow the Tenants to file a request to amend. On January 8, 2025, interim order, LTB-T-026805-23-IN, was issued directing the

Tenants to file their amended application on or before December 20, 2024 and that they were permitted to serve the Landlords via email. The Tenants uploaded to the Tribunals Ontario Portal ('portal') a request to amend the application, seeking new remedies, on August 13, 2025.

2. At the hearing, the Landlords' Legal Representative submitted that the amended application was not served on the Landlords or provided by the deadline as directed by the LTB. She also submitted that a certificate of service has also not been filed. The Tenants' Legal Representative could not provide information as to whether the amended application was provided to the Landlords via email at the time, but submitted that a copy was provided in the Tenants' evidence brief given seven days prior to this hearing. He also submitted that the amended application is in the portal and has been there for over ten months, that the Landlords knew that an amended application was forthcoming, and when the parties were before the LTB in February 2026 for a case conference the amendments were discussed.
3. As per Rule 15.4 of the *Landlord and Tenant Board's Rules of Procedure* (the 'Rules'), the LTB may exercise its discretion to grant a request to amend made at the hearing if satisfied the amendment is appropriate, would not prejudice any party and is consistent with a fair and expeditious proceeding.
4. In these circumstances, I was satisfied that it was appropriate to grant the Tenants' request to amend the application in order to have a fair and expeditious hearing. Although, the amended application was not served on the Landlords, they were aware that the Tenants sought to amend the remedies requested as they had vacated the rental unit, a copy of the amended application was uploaded to the portal in August 2025, and these amendments, being the remedies only, do not significantly change the Landlords' response to this application. Wherein, it would be a significant prejudice to the Tenants if the amendments were not allowed as they would be out of time to file a new application.
5. The application is amended to include a request for the following remedies:
 - a) \$4560.00 for rent abatement;
 - b) \$900.00 for increased rent for the one year period after the Tenants vacated being a rent difference of \$75.00 per month; and
 - c) \$500.00 for moving and storage expenses.

T2 application

6. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed
7. This tenancy commenced on October 1, 2022 for a fixed term ending on October 1, 2023, at a monthly rent of \$1,900.00 due on the 1st day of each month. The rental unit was a two bedroom basement unit, including its own bathroom, kitchen and living space. The Landlords lived in the upper portion of the dwelling. The Tenants vacated the rental unit on October 1, 2023.

Illegal entry

8. Vanessa Issa (VI), one of the Tenants, was the only one who testified at the hearing. She stated that she could not point out the exact date but her mother, AE, had noticed some of her paperwork missing, things misplaced, and inner doors opened within the unit. She also stated that the Landlords never provided any notices of entry and would just knock on the inner door (the one between their units) to talk to them. When asked how many times she thought that the Landlords had entered without notice, VI responded maybe once or twice as she does not know because they entered when no one was home.
9. Under cross-examination, VI could not provide any information as to the contents of a possible video recording of an illegal entry claimed in the application. VI stated that she did not know if her mother had provided the recording to the Landlords. Under cross-examination, VI confirmed that they did not call the police regarding any illegal entries or complain to the Landlords about it in any of their written communications.
10. One of the Landlords, Fouad Alzaidan, FA, denied ever entering the rental unit and stated that he is aware that he must serve notice of entry in writing at least 24 hours in advance. He stated that he never received any complaint from the Tenants of someone entering their unit or them having missing items.
11. Under cross-examination, FA maintained that he never entered the unit during the tenancy. He also stated that he had once given a 24 hour notice of entry to do required maintenance for the internet but did not disclose a copy of that notice to the Tenants in advance to be entered into evidence.
12. The Landlords' son, IA, testified that he never entered the unit without notice on February 21, 2023. IA also testified that AE did accuse them verbally of entering the unit on this date when they were discussing the utility bills.
13. Under cross-examination, IA confirmed that his father emailed the Tenants a 24 hour notice of entry as they needed to do maintenance on the internet but the Bell technician arrived earlier than the time provided in the notice, so they had to wait as the Tenants would not open the door. He also testified that when they did attempt to enter at the time provided in the notice, the Tenants would not allow them in the unit.
14. The evidence before me was insufficient to find that the Landlords illegally entered the rental unit. VI's evidence was hearsay as it was information that had been told to her from her mother. As well, the Tenants' evidence was mere suspicion that the Landlords had entered the unit, referring to moved and/or missing items. The Tenants never complained to the Landlords of anything missing. Therefore, I cannot find that the Landlords illegally entered the unit.

Substantial Interference and Harassment

15. Section 22 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 substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

16. Section 23 of the Act provides that:

A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

17. Harassment is not defined in the Act, however it is generally accepted that harassment is a course of conduct that a person knows, or should know, would be unwelcome by the other person, which is pursued for no legitimate, lawful purpose.

Altercation – February 21, 2023

18. VI stated that on or about February 21, 2023 there was an altercation between her mother, AE, and the Landlords' son, IA, that resulted in her mother crying and calling the police. She stated that IA had approached her mother about paying the utilities in cash without providing a copy of the bill. She also stated that her mother said that IA had threatened to take her to court. She further stated that this incident left her mother quite shaken that she had to file a police report.

19. FA stated that the Tenants' agreement was to pay 40% of the utilities for the premises. He stated that he provided the bills with the calculations via email to AE every month, but they never paid. He also stated that he had to take them to the LTB and only then did they pay the utility costs. FA confirmed that he was not in the country when his son went to talk to AE about the outstanding utility bills in February 2023.

20. IA testified that on February 21, 2023, he knocked on the Tenants door to ask about the unpaid utilities. He testified that AE told him that she was waiting for some funds from the government for utilities, then she started to accuse and shout at him that they are entering the unit and stealing her paperwork which resulted in an argument. IA also testified that the police did attend, and resolved the situation by speaking with both of them.

21. Under cross-examination, IA maintained that he did not threaten AE, he responded that he asked her when she will pay and if she does not pay then they will have to go to the Landlord board for her to leave. Under cross-examination when asked why not just serve a N5 Notice of termination, IA responded that he did not know about that and had not received any legal advice at that time. He testified that it was after this time that he connected with the Landlords' Legal Representative.

22. Based on the evidence before me there was no dispute that an altercation or argument occurred between AE and IA on February 21, 2023 and that the police were called. The Tenants assert that the Landlords' son threatened AE on this date. IA confirmed that he essentially told AE if she did not pay the utilities costs they would take her to the LTB to have her evicted. I am not satisfied that this amounts to a threat as this is a landlord's recourse for resolving this particular issue and a tenant can be evicted for not paying utility cost they are required to pay under their tenancy agreement.

23. Additionally, based on the evidence before me I was not satisfied that the Landlords' son was the aggressor in this altercation. He testified that it was AE who began shouting at him and making false accusations. AE did not testify at the hearing. VI was not present during this altercation so her evidence is hearsay. Therefore, the best evidence before me

was that of IA who asserted that it was AE who first started shouting and making false accusations. There appeared to be no dispute that the Tenants had not paid the utility costs they were required to pay under the tenancy agreement at that time, so IA's request for payment was not unlawful.

Issues with mail

24. VI stated that the Landlords would provide them their mail as they did not have a separate key to the mailbox. She stated she had ordered something and emailed the Landlords asking for the package and that their response was that they are not entitled to services like mail. A copy of this email was not provided into evidence.
25. FA stated that the Tenants never complained of an issue with receiving their mail but that they did request a key to the mailbox which he felt unsafe providing as it is a shared mailbox. He also stated that they provided all mail to the Tenants either by leaving it at their door or by hand. He also stated that even after the Tenants vacated he repeatedly requested that they come collect their mail and they only came months later.
26. There was no dispute that the Tenants were not provided with a mailbox key during their tenancy. However, I was not satisfied that this amounted to a substantial interference with their reasonable enjoyment of the unit or the complex. VI did not confirm that this package was not received, or not received on time, and there was no other evidence of any issues with receiving mail during the tenancy. FA confirmed that mail was given to the Tenants at their door or by hand. In this case, I find it more likely than not the VI simply requested a mailbox key, not a package, and it was denied. I was also satisfied that the Landlords' denial of providing a mailbox key did not impede the Tenants ability to receive their mail.
27. As per the above, the Tenants have not proven on a balance of probabilities that the Landlords' breached their obligations under the Act. Consequently, the application is dismissed.

It is ordered that:

1. The application is dismissed.

June 24, 2026
Date Issued

Lisa Del Vecchio
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.