



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-069296-25

In the matter of: 89 REDWILLOW RD
BRAMPTON ON L6P2B1

Between: Nana Boateng
Millicent Agyare - Boateng

Landlords

And

Ahmed Salahr Niaz

Tenant

Nana Boateng and Millicent Agyare - Boateng (the 'Landlords') applied for an order to terminate the tenancy and evict Ahmed Salahr Niaz (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 6, 2026.

The Landlords, Nana Boateng (NB) and Millicent Boateng (MB), and the Tenant attended the hearing. Amir Salahr Niaz was also in attendance.

Determinations:

Preliminary Issue – Parties to the application

1. At the hearing, Amir Salahr Niaz, stated that he was not a tenant and never had any agreement or contact with the Landlords.
2. The parties signed a written lease agreement (the 'Agreement') with respect to this tenancy. A copy of the Agreement was submitted into evidence by the Tenant (DOC-6959700pg6).
3. Upon review of the Agreement, it is confirmed that only Nana Boateng and Ahmed Salahr Niaz were signatories to the Agreement. The Tenant confirmed that Salahr was his middle name, Niaz is his correct surname, and that he signed the Agreement.
4. Therefore, I was satisfied that Amir Salahr Niaz shall be removed as a tenant in this application. He was not a party/signatory to the Agreement.
5. Millicent Agyare – Boateng is an owner of the property and as such is properly named in the application as a landlord.

L1 application

6. The Landlords served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
7. The Tenant was in possession of the rental unit on the date the application was filed.
8. The Tenant vacated the rental unit on December 31, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
9. Based on the evidence before me I was satisfied that the lawful rent is \$2,500.00. It was due on the 1st day of each month. The Agreement signed by the parties confirmed a lawful rent of \$2,500.00 and there was no dispute that this was the amount paid to the Landlords as the first month's rent.
10. The Tenant has paid \$2,500.00 to the Landlords since the application was filed.
11. The rent arrears owing to December 31, 2025 are \$47,500.00.
12. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlords collected a rent deposit of \$2,500.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit is applied to the arrears of rent because the tenancy terminated.
14. Interest on the rent deposit, in the amount of \$115.07 is owing to the Tenant for the period from February 28, 2024 to December 31, 2025.

Section 82 Issues

11. Section 82 of the *Residential Tenancies Act, 2006* (the 'Act') provides that at a hearing of a landlord's application for non-payment of rent, a tenant is permitted to raise any issue that could be the subject of an application made by a tenant under the Act provided they follow the requirement of this section. I was satisfied that the Tenant had complied with section 82 of the Act.
12. At the hearing, the Tenant alleged that the Landlords breached sections 22 and 24 of the Act by substantially interfering with the Tenant's reasonable enjoyment of the rental unit because there were three other tenants in the residential complex but the Landlords had advised of only one other tenant, failing to provide an access key and/or mailbox key, and by illegally locking the Tenant out of the premises on October 14, 2024.
13. Section 22 of 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.

14. Section 24 of the Act provides that:

A landlord shall not alter the locking system on a door giving entry to a rental unit or residential complex or cause the locking system to be altered during the tenant's occupancy of the rental unit without giving the tenant replacement keys.

15. These allegations could be brought in an application filed pursuant to section 29 of the Act. Subsection 29(2) of the Act provides that:

No application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred.

16. In accordance with subsection 29(2) of the Act, a tenant must make their application within one year of the alleged conduct which gave rise to that application. In this case, the service on the Landlords of the Tenant's issues pursuant to section 82 of the Act amounts to the date on which these allegations were filed/raised. The Tenant served the Landlords with these allegations on December 9, 2025. Consequently, the Tenant is limited to any alleged conduct and the LTB only has jurisdiction to determine any alleged conduct that occurred between December 10, 2024 and December 9, 2025.

17. There was no dispute that the allegation of an illegal lockout, and any removal of the Tenant's belongings occurred on October 14, 2024. There was also no dispute that the Tenant was given access to the rental unit and his belongings on this same date. Therefore, given that this alleged conduct occurred outside the one year limitation period, the LTB cannot consider it.

18. The Tenant asserts that Landlords failed to notify him of there being three other tenants in the residential complex and that the ensuing issues with having this many other tenants residing at the residential complex, and him not being given an access key or mail key continued throughout the tenancy. Given that these allegations were on-going and continued within the one year limitation period, I was satisfied that these issues can be raised and determined by the LTB.

19. The Tenant requested an abatement of rent for the entire tenancy. However, in accordance with case law, any remedy awarded for an alleged breach must also be limited to the one year period set out in subsection 29(2) of the Act.

20. The Tenant stated that upon moving into the residential complex he discovered that there were three other tenants sharing one of the bedrooms. He stated that NB had only advised of one other tenant living in this bedroom, which he was okay with that scenario. He also stated that he raised this issue with NB right away and attempted to renegotiate the terms of the tenancy due to this change, but NB refused to negotiate with him and simply responded that the Tenant could move out. The Tenant stated that moving was not possible as they had no place to go, just moved there, and the Landlords were holding their first and last months' rent totalling \$5,000.00 which would be needed to move.

21. The Tenant stated that having three other tenants at the residential complex was awkward as they were always home and hanging out in the living room and kitchen. He stated that he never unpacked and could not enjoy the house. He believed that this type of living arrangement was not worth \$2,500.00 which is why he did not pay any rent to the Landlords and waited to plead his case before the LTB.
22. Under cross-examination, the Tenant confirmed that his brother, father and he were the only persons occupying the rental unit and that his sister had her own place and was only there caring for their father, who was diagnosed with cancer.
23. NB stated that he told the Tenant that there are three other tenants sharing the master bedroom at the property. NB further stated that the move-in by the Tenant was rushed because he had to quickly leave where they was previously living. NB confirmed that they signed the initial, what he called "a short form lease", and that they planned to sign the long form lease after the Tenant moved in but the Tenant refused to sign and has not paid any rent other than first and last months' rent.
24. NB stated that the property is located in a prestigious area of Brampton, the Tenant's lease was for three bedrooms and he knew that the living rooms and kitchen were shared. NB asserted that \$2,500.00 for this living arrangement was within market for this area. He described the residential complex as a large home with four bedrooms, and having three living rooms on the main level. He also stated that the three other tenants in the unit work and one is also a student, which is why they were not home during the Tenant's walkthrough of the premises. NB further stated that he did try and negotiate with the Tenant and in fact made him a formal offer in May 2024 through his lawyer. A copy of a letter from the Landlords' lawyer to the Tenant was submitted into evidence (DOC-7033997).
25. There was no dispute that the Tenant was never given an access key or mailbox key. NB stated that access is by a code, which the Tenant was given and that a mailbox key would have been given upon the Tenant signing the long form lease. The Tenant asserted that the code lock can also be accessed with a key.
26. The evidence before me was insufficient to find that even if the Tenant did not know there were three other tenants, not just one other, at the residential complex that this amounted to a substantial interference with his reasonable enjoyment of the rental unit or residential complex. The Tenant provided general comments about these other tenants being home all the time and being in the kitchen and living room. As per the Agreement signed by the Tenant, his rental unit was three bedrooms in a house. The Tenant was aware that the other portions of the house would be shared. I was not satisfied that sharing these common spaces with three people instead of one amount to a substantial interference given the evidence provided at the hearing, especially the size of the premises.
27. Additionally, although the Tenant initially complained about this issue at the outset of the tenancy, there was no evidence that the Tenant complained continuously or even again to the Landlords or provided any specific incidents of unruly conduct by these other tenants that the Landlords did not address.

28. As well, I was not satisfied that the Landlords failing to provide a key for the entry door which has a code lock amounted to a substantial interference. The Tenant was able to gain access with the code provided by the Landlords. And although, there was no dispute that Landlords did not provide a mailbox key to the Tenant, the Tenant did not provide any specific evidence of how by not having access to the mailbox substantially interfered with his reasonable enjoyment of the premises. There was no evidence before me that the Tenant did not receive mail during the tenancy.
29. And finally, I did not find the Tenant's evidence credible. He maintained that the Landlords refused to negotiate with him when he raised the issue of the three other tenants at the outset of this tenancy. However, this was proven to not be the case as evidenced by the Landlords' lawyer's offer on May 20, 2024 wherein the Landlords were willing to forego any rent arrears and pay the Tenant one month's rent.
30. Also, the Tenant has continued to reside in the rental unit since March 2024, almost two years without filing an application for these alleged breaches. Instead, the Tenant simply did not pay rent waited for the Landlords to bring a non-payment application and raise these allegations pursuant to section 82 of the Act. I find it highly unlikely if the Tenant's reasonable enjoyment of the premises or lack of access to the mailbox was such a substantial interference that he would not have brought his own application sooner.
31. Therefore, given the above, I was not satisfied that the Landlords breached section 22 of the Act. Consequently, the Tenant is not entitled to any remedy.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated as of December 31, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlords \$45,070.93. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlords the full amount owing on or before January 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 26, 2026 at 4.00% annually on the balance outstanding.

January 14, 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.

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$50,000.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$2,500.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$115.07
Total amount owing to the Landlords	\$45,070.93