



Order under Section 69 Residential Tenancies Act, 2006

Citation: Oramas Perez v Peters, 2026 ONLTB 15895

Date: 2026-02-23

File Number: LTB-L-075591-25

In the matter of: Basement, 38 NORTHWOOD DR
BRAMPTON ON L6X2L2

Between: Aliem Oramas Perez Landlord

And

Adrene Peters Tenant

Aliem Oramas Perez (the 'Landlord') applied for an order to terminate the tenancy and evict Adrene Peters (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 17, 2026. The Landlord, supported by Justin Oramas, and Represented by Taff Butters, attended the hearing. The Tenant, and witnesses, Franklin Williams and Jodi-Ann Williams, attended the hearing.

Determinations:

1. The Landlord 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on October 30, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$1,500.00. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to October 30, 2025, are \$7,979.60.
7. The Tenant disputes these arrears. She told the Board that she had an offset of 50% of her rent through a social service provider; therefore, the rental arrears should be much lower than what the Landlord claimed in his application.

8. The Landlord submits that the N4 shows that there were payments made, and these payments were at least 50% or more than the claimed amount, which shows that the Landlord did take the offsets into account.
9. The Tenant submitted she had made a payment of \$750.00 in September. However, upon clarification, she states that this would have represented the offset payment as opposed to monies she paid herself. In addition, the Tenant looked through her banking history during the hearing. The last payment she had records of having been made to her Landlord was in May 2025 for \$2,200.00. The Tenant had no further evidence to support that she made any additional payments to the Landlord.
10. The standard of proof in proceedings before this Board is “proof on a balance of probabilities.” By that standard, the party bearing the burden of proof must show with evidence that, “more likely than not”, their assertions are true. Where, the evidence of the opposing party is as believable as that of the party bearing the burden of proof, that burden cannot be said to have been discharged.
11. In this case, I am not satisfied that the Tenant discharged her onus of proof that the Landlord’s claim did not correctly reflect the rental arrears. The Tenant’s own evidence is that she had not made a payment to her Landlord since May 2025. Further, the N4 notice shows payments were made which correlates to the Tenant’s evidence that offsets were paid directly to the Landlord. Given this, I am persuaded that the Landlord’s N4 notice of termination and subsequent L1 application state the correct amount of arrears.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,500.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
14. Interest on the rent deposit, in the amount of \$161.96 is owing to the Tenant for the period from November 15, 2019, to October 30, 2025.
15. The Tenant raises s.82 issues. Specifically, she alleges that:
 - The roof leaked and water leaked from under the baseboards;
 - The upstairs bathroom leaked, and,
 - The Landlord stored a lot of junk in the crawl space in the Tenant’s rental unit.
16. For the following reasons, the Tenant’s s.82 claims for maintenance are dismissed.

Roof; Baseboard Leaks

17. The Tenant’s evidence is that the roof leaked which caused buckling to her ceiling in her rental unit. This was not corrected for over a year. Her evidence is this was rectified in 2021. The Tenant also submits that there was a water leak from under the baseboards. This happened in 2023, and the Landlord fixed this in June 2024.

18. Section 20(1) of the Residential Tenancies Act ('the Act') states that is the Landlord's obligation to maintain the rental unit.
19. Section 29(1) of the Act, states that a tenant or former tenant may bring an application against their Landlord and request the Board make an order finding the Landlord breached an obligation under section 20(1) of the Act.
20. Section 29(2) of the Act, states that an application cannot be brought more than one year after the day the alleged conduct giving rise to the application occurred. What this means that if the tenant must file an application within one year of when the issue occurred. However, the Tenant's evidence is that these things were fixed in 2021 and early 2024. The Tenant did not file an application with the Board, but did raise these concerns under s. 82 of the Act.
21. Section 82 states that a tenant may file a claim against a landlord where the landlord is seeking rental arrears. The claim may be the same kinds of claims the tenant can make such as a claim for a lack of maintenance as is the case here. But the limitation periods, that is the fact that a claim cannot be brought more than one year after the issue arose, are still the same.
22. As the Landlord's application was filed in September 2025, that means the Tenant could raise any issue that happened up to one year earlier. In this case, September 2024. Both leaks and subsequent repairs occurred well over one year earlier according to the Tenant's testimony. Therefore, these claims are made beyond the limitation period of 12 months. As such, they must be dismissed because they are out of time.

Bathroom Leak

23. The Tenant also alleges the upper Tenant's bathroom leaked into her rental unit. This happened in June 2025. Her evidence is that the Landlord took one week to address the problem.
24. When considering whether a landlord has breached s. 20 of the Act, I must consider the Ontario Court of Appeal's guidance in *Onyskiw v. CJM Property Management*, 2016 ONCA 477 (CanLII) ("Onyskiw") which directed the Board to look at, "...the entirety of the *factual situation*" before determining whether or not the Landlord committed a breach of [s.20](#) (para. 84)."
25. To my mind, what the Court of Appeal is urging in *Onyskiw* is for the Board to pay attention to the "big picture" in each case - to take a hard and practical look at what is really going on in each matter, including scrutiny of the essential basis/nature of a tenant's complaints (para. 86) and the steps, if any, taken by the Landlord (para. 19 through 21).
26. In my view, the Landlord acted reasonably to address the Tenant's request for maintenance. The Landlord took only one week to address the requested repair. Given the Court of Appeal's guidance in *Onyskiw*, I am not of the view that the Landlord breached their obligations to maintain the rental unit simply because a repair was needed. Instead, I must consider first what the landlord did to correct the problem and whether the steps the landlord took were reasonable. The Tenant's own evidence is that this was

repaired within one week. This seems like a reasonable amount of time for the Landlord to address the problem. No order shall issue.

Junk in the Crawlspace

27. The Tenant also makes a claim that the laundry area and boiler room, which formed part of the space which she rented, had “junk” laying around including left over construction materials. She says she asked the Landlord, when the tenancy began, to remove the construction materials, and asked again in 2023. However, the Landlord did not respond to her request to remove these things.
28. In cross-examination, the Tenant stated that the only impact on her with regard to these materials being left in the rental unit was that she found a dead mouse in the materials.
29. In my view, this claim is properly brought under s. 22 of the Act, which states that during a tenancy, a landlord shall not **substantially** interfere with a tenant’s reasonable enjoyment for all usual purposes.
30. The plain and ordinary meaning of substantial is of considerable importance, size, or worth. I am not persuaded that the Landlord having left the building materials in the crawlspace in the boiler room and laundry room substantially interfered with the Tenant’s reasonable enjoyment of the rental unit. The Tenant’s evidence was that aside from finding a dead mouse, there was no impact on her. The items were in a crawl space in areas of the rental unit. They were not in the Tenant’s living room, bedroom, or kitchen where they would form a constant interference which after time may well be substantial. No order shall issue.
31. This order contains all of the reasons within it. No further reasons shall issue.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of October 30, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$6,503.64. 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 Landlord the full amount owing on or before March 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 7, 2026 at 4.00% annually on the balance outstanding.

February 23, 2026
Date Issued

Jane Dean
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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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	\$7,979.60
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,500.00
Less the amount of the interest on the last month's rent deposit	- \$161.96
Total amount owing to the Landlord	\$6,503.64