



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

File Number: LTB-L-000538-26

In the matter of: 30 ARROWVIEW DR
BRAMPTON ON L7A5H7

Between: Sami Ullah Landlord

And

James Nyarkoh Tenants
Lily Larni Amartey

Sami Ullah (the 'Landlord') applied for an order to terminate the tenancy and evict James Nyarkoh and Lily Larni Amartey (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 11, 2026.

The Landlord's Legal Representative, H. Ullah, the Landlord, and the Tenants, James Nyarkoh (JN) and Lily Larni Amartey (LA), attended the hearing.

Determinations:

L1 application

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,950.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$96.99. This amount is calculated as follows: \$2,950.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The Tenants did not dispute that the rent arrears owing to March 14, 2026 are \$11,650.00.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Section 82 Issues

8. 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 the tenant under this Act provided they follow the requirement of this section. I was satisfied that the Tenants have complied with section 82 of the Act.
9. At the hearing, the Tenants alleged that the Landlord breached subsection 20(1) and sections 22 and 23 of the Act by failing to maintain the rental unit in a good state of repair, harassing them, and substantially interfering with the Tenants' reasonable enjoyment of the rental unit.
10. Subsection 20(1) of the Act provides:

A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

11. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#) ('*Onyskiw*') the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.

12. Section 22 of the Act provides:

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.

13. Section 23 of the Act provides:

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

14. 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.
15. The Tenants allege that the Landlord failed to maintain the front exterior grass/lawn and agreed to pay the Tenants to service the lawn area, which they did and have not been reimbursed for that service. The Tenants also allege that the Landlord harassed them by

coming to the unit unannounced on two occasions, continuously banging on the door and ringing the doorbell, and by mocking one of the Tenants' mental health issues.

Maintenance and Substantial Interference – Front lawn

16. At the hearing, JN stated that he removed weeds and install new grass at the property with the consent of the Landlord. He asserted that there was an agreement with the Landlord to pay for the materials and service (labour) for this work. He requested service fees of \$2,500.00 that were not paid by the Landlord.
17. There appeared to be no dispute that the front lawn, which is essentially two small patches of grass, one immediately in front of the unit and another one after the sidewalk, was overgrown and had weeds. The Tenants provided copies of photos of the area into evidence (DOC-7491936 & DOC-7491938).
18. JN stated that he sent the photos to the Landlord in June 2025 and over the telephone they reached a gentleman's agreement for JN to fix the lawn and the Landlord would pay for those services. JN confirmed that no set amount was discussed. Under cross-examination, JN confirmed that he never followed up with the Landlord for these alleged services fees during their text conversations.
19. LA stated that fixing the grass was her suggestion and she was willing to do it without getting paid by the Landlord offered to pay, so she went to Walmart to get seeds and sent him the receipt.
20. The Landlord stated that when he got the photos of the grass area from JN, the grass was already done. The Landlord said JN called him about the issue and the Landlord asked JN to send the invoices but he never did nor did he ever followed up with this issue until now. The Landlord maintained that he always paid for stuff at the rental unit, such as when the Tenants fixed the faucet and the stove. He also stated that he paid for a new grass trimmer when the old one broke. In support of this, the Landlord provided copies of text messages between JN and himself in July 2025 (DOC-7500509pgs39-41).
21. There appeared to be no dispute that the Tenants removed the weeds from the front lawn, provided new grass seed and watered the area to grow the new grass. The Tenants provided copies of photos of their process and the new grass in the area into evidence (DOC-7491937, DOC-7491938, DOC-7491941, DOC-7491942).
22. However, if the Tenants are claiming that the Landlord breached their maintenance obligations under the Act with respect to the lawn, the Tenants have failed to demonstrate when they notified the Landlord of the issue and what timeframe they allowed the Landlord to remedy the issue. In accordance with *Onyskiw*, the Landlord was not automatically in breach because of the condition of the lawn, a finding of a breach of maintenance obligations under the Act requires a contextual approach and a determination of an unreasonable response by the Landlord.
23. In this case, the Tenants simply assert that they had an agreement with the Landlord to pay them to fix the lawn. This is not sufficient for a finding that the Landlord breached their maintenance obligation pursuant to subsection 20(1) of the Act.

24. The Tenants also assert that the Landlord's failure to meet the terms of this agreement substantially interfered with their reasonable enjoyment of the rental unit. However, the evidence before me was insufficient to find that the parties in fact had an agreement that the Landlord would pay the Tenants \$2,500.00 to fix the lawn. An agreement is a meeting of the minds, where both parties clearly understand the terms to be met. In this case, I find it more likely than not that the parties might have discussed the Tenants repairing the lawn and the Landlord paying any necessary supplies as he has done in the past.
25. However, JN asserted that the part of their gentleman's agreement included that the Landlord would pay for JN's service (or labour) fee. However, even if this were the case, the specific amount that the Tenants are now requesting was clearly not discussed, nor were any amounts for that matter, so the Landlord could not have agreed to it. The parties' previous transactions of the Tenants doing work at the property confirmed that the Landlord paid for the supplies (materials), such as the grass trimmer. At this hearing, the Landlord acknowledged that he would pay for the supplies (materials) but the Tenants never produced any invoices or receipts.
26. The Tenants also did not produce any invoices or receipts for this work or any estimates of the labour costs for this type of repair at the hearing. Without supporting evidence from the Tenants regarding this repair, I am not satisfied that the Landlord substantially interfered with the Tenants' reasonable enjoyment of the premises for not keeping the parties' agreement.
27. In any event, the inclusion of the word "substantial" in section 23 of the Act means that the conduct of the Landlord has to be significant. This was a one-time repair of the lawn that may have only amounted to minimal costs for seeds and soil for the Tenants. I have to find that the quantum was likely minimal since the Tenants have not provide any receipts. I would expect if the costs were significant, those receipts would be readily available and provided.
28. Consequently, I was not satisfied that the Landlord breached section 22 of the Act with respect to this allegation raised by the Tenants.

Harassment

29. JN stated that he and the Landlord typically talked over the telephone and if the Landlord were coming to the property, he would give prior notice. However, JN stated that on two occasions in January 2026, the Landlord attended the unit unannounced banging on the door and ringing the doorbell until someone answered. JN stated that this panicked and shocked his wife, LA and their children. JN also stated that the Landlord would call him using different telephone numbers to get him to answer.
30. LA stated that it was uncomfortable when the Landlord attended the rental unit unannounced, but she did let him inside. Under cross-examination, LA confirmed that the Landlord's purpose of coming to the unit was because JN had not responded to his texts and to talk about a payment plan.
31. The Landlord stated that he went to the rental unit to see if anything was wrong and then to follow up. He stated that the Tenants were not responding to his calls or text messages for more than a month. He also stated that in November, JN said he would make a

payment plan but never followed up with it. In support of his assertions, the Landlord provided copies of text messages between himself and JN (DOC-7500509pgs6-19).

32. Based on the evidence before me, while although the Tenants were uncomfortable with the Landlord showing up at the rental unit unannounced, I was satisfied that the purpose of the Landlord's visits were to determine if the Tenants were still there and to address the rent arrears outstanding by working out a repayment plan as confirmed by both the Landlord and LA who answered the door and let the Landlord inside the unit. Given this, I do not find that the Landlord's two unannounced visits to the rental unit amounted to harassment or a substantial interference with the Tenants' reasonable enjoyment of the premises.
33. The text messages submitted into evidence by the Landlord confirmed that on December 23, 2025, JN stated he would call the Landlord back, then there were no text messages again from JN until February 2, 2026. Therefore, I find the Landlord's evidence credible that he had not heard from the Tenants in approximately one month when he attended the rental unit.
34. JN also stated that he has depression and the Landlord mocked his mental health via a text message. JN provided copies of text messages between the Landlord and himself into evidence (DOC-7491885, DOC-7491889, DOC-7491905, DOC-7491915, DOC-7491923)
35. There was no dispute that in the text message exchange with the Landlord, JN advised that he has "fallen into depression because of my financial issues," "I'm not in a good mental state please," "you are now harassing me, and aggravating my mental health," and "Enough of the harassment" which were all together in one exchange on or about February 2, 2026 as per JN's testimony.
36. JN focused on a text message response from the Landlord that stated, "literally 3-4 messages in two months and the guy says its harassment." JN believed with this comment the Landlord was mocking his depression. However, the full text message in response to KN's message the ended with "enough of the harassment" (DOC-7491923) read as follows:

"James I have messaged you explaining my difficulties. Anyways thanks"

"literally 3 to 4 messages in two months and the guy says it's harassment."

"Thanks And by the way you were always a good tenant and have the utmost respect. Regards"

37. Based on the testimony and supporting evidence before me, I was not satisfied that the Landlord was mocking JN's mental health issues when he made the comment "literally 3 to 4 messages in two months and the guy says it's harassment." Therefore, I find that the Landlord has not breached section 23 of the Act. I find it more likely than not the Landlord was responding to the assertion that his communications are harassment. Upon review of the entirety of the text communications between the parties, there were no comments by the Landlord that were aggressive, inappropriate, or intimidating. In fact, the contents of

the communications were simply two people expressing their financial situations and how that has impacted them and how the issue of the outstanding rent arrears could be resolved.”

38. The last text exchange (DOC-7491919) (DOC-7500509pg19) on February 3, 2026 between them read as follows:

Landlord

“Ok james that’s your perspective and your side of the story. I came to serve the N4 which is perfectly within limits. If I have called you to discuss update on outstanding rent it's because you kept mentioning you're working on it and would update me likewise I am also in depression due to financial hardship and I wish you understood that you know very well I'm a great landlord and have given months before I even served the end for which says a lot about me. Normally people serve and for immediately an out of respect I didn't do it for months. Anyways no need to discuss this any further if it's not about the rent have a good day Anne hope your situation improves thanks.”

JN

“You are a good landlord, and I appreciate it. It's just the harassment I was drawing your attention to and how that is adversely affecting me. Thank you for your understanding.”

39. Given the above text exchange, I was satisfied that once JN advised the Landlord that he was feeling harassed, the Landlord stopped discussing the rent issue. Neither the Landlord nor the Tenants provided any copies of text messages after February 3, 2026. The Tenants raised the issue of harassment in communications to the Landlord on February 2, 2026 and the Landlord stopped communicating about the issue on February 3, 2026. Harassment is defined as a pattern of unwanted conduct, in this case once the Tenants advised the conduct was unwanted, it stopped. Therefore, I was not satisfied that the Landlord breached sections 22 or 23 of the Act with respect to these allegations.
40. Consequently, since the Landlord has not breached his obligations under the Act, there will be no remedy awarded to the Tenants.

Last month’s rent deposit and interest owing on the rent deposit

41. The Landlord collected a rent deposit of \$3,000.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
42. Interest on the rent deposit, in the amount of \$106.93 is owing to the Tenant for the period from September 8, 2024 to March 11, 2026.

Relief From Eviction

43. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would not be unfair to postpone the eviction until March 31, 2026 pursuant to subsection 83(1)(b) of the Act.
44. The Landlord's Legal Representative requested that the Tenants not be granted any relief from an eviction as it would be unfair since the rent arrears continue to accumulate causing the Landlord financial hardship.
45. JN stated that he is getting support from the City of Brampton in finding an alternate rental unit and plans to vacate at the end of the month or early April. He stated that he has qualified but is just waiting to hear back from them.
46. LA stated that she has since separated from JN. Her and their children are living elsewhere and she requested that the tenancy terminate so her financial obligations to the Landlord would end.
47. The rent arrears owing are significant at \$11,650.00 which increased from \$5,750.00 when this application was filed as the Tenants have not made any payments to the Landlord. LA requested to end her obligations under this lease as soon as possible as she already vacated and JN advised that he plans to vacate at the end of the month. Given this, and that the end of the month is just twelve days away, I find that it would not be unfair to delay the eviction until that time.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$14,786.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after March 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenant must move out of the rental unit on or before March 31, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$8,203.82. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.

6. The Tenants shall also pay the Landlord compensation of \$96.99 per day for the use of the unit starting March 12, 2026 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after April 1, 2026.

March 19, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To April 14, 2026	\$14,600.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$14,786.00

B. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$11,124.75
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,000.00
Less the amount of the interest on the last month's rent deposit	- \$106.93
Total amount owing to the Landlord	\$8,203.82
Plus daily compensation owing for each day of occupation starting March 12, 2026	\$96.99 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	