



Order under Section 69 Residential Tenancies Act, 2006

Citation: Gupta v Atyeo, 2026 ONLTB 31982

Date: 2026-04-20

File Number: LTB-L-054191-25

In the matter of: 1311 MICHAEL CIR
LONDON ON N5V0B8

Between: Ashish Gupta Landlord

And

Stephen Atyeo Tenants
Anne Atyeo

Ashish Gupta (the 'Landlord') applied for an order to terminate the tenancy and evict Stephen Atyeo and Anne Atyeo (the 'Tenants') because the Tenants did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 9, 2026. The Landlord, and his Agent, Betty Palantzas, and the first-named Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day 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 \$1,950.00. It is due on the 1st day of each month.
4. The Tenants have paid \$13,650.00 to the Landlord since the application was filed.
5. The rent arrears owing to April 30, 2026, are \$16,575.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

7. The Tenant disputes the rent arrears. Specifically, he states that the Landlord and he had an informal agreement ('agreement') going as far back as 2019, where the Tenant, who operated a renovation company, would perform renovations or repairs (the 'work') on the Landlord's behalf to various properties owned by the Landlord and deduct the amount from the rent owed. The Tenant states that the Landlord owes him \$16,374.00 for 14 outstanding invoices which were not paid.
8. The questions the Board must decide are:
 - Was there an agreement between the parties such that the Tenant would deduct the cost of the work done from the rent?
 - Does the Landlord dispute that he owes the Tenant for the work undertaken?
 - Can the Tenant pay the rent by having done the work?
 - What is the actual amount of rent arrears owed?

Was there an agreement between the parties such that the Tenant would deduct the cost of the work done from the rent?

9. The Landlord did not dispute that he had an agreement that work would be performed on the Landlord's behalf. The Landlord states that initially the arrangement began because the Tenant wanted to have a deck put on the rental unit. The pair agreed on basic terms, and the Tenant constructed the deck. Further work, such as repairing a dishwasher and stove, was done over the years by the Tenant on behalf of the Landlord at various other properties.
10. Given that the Landlord did not deny that the parties had an agreement to exchange work for the value in rent, I find that the parties had a verbal agreement that the Tenant would perform renovations or repairs to various properties on behalf of the Landlord.
11. The Landlord stated that it was not clearly agreed on that the Tenant would deduct the amount from the rent, and that the Tenant unilaterally decided to deduct the charges from the rent owing.
12. During the hearing, it was evident that the parties had not communicated their expectations clearly at the inception of this agreement. However, in my view, the Landlord knew, or ought to have known, that the Tenant intended to rely on these invoices as a set-off to the rent because the Tenant would have been deducting these amounts from his rent for several years.
13. It is not clear to me whether the Tenant began to deduct the invoice charges in 2019, when the invoices were produced, or in 2024, as denoted in the N4 notice of termination ('N4'). Regardless, a substantial amount of time went by without the Landlord having received any rent. In my view, it does not accord that the Landlord would not have had some suspicion that the Tenant was not paying the

rent because he had done a substantial amount of work for the Landlord and for which the Landlord had never paid.

Does the Landlord dispute that he owes the Tenant for the work undertaken by the Tenant?

14. One of the Landlord's major contentions that he had never received any invoices which itemized the work done or the amounts the Landlord owed the Tenant for the work performed. The Tenant says he provided the invoices using a software application ('app') that is intended for this purpose. The app sends the client an e-mail, and it allows the person to comment or dispute any of the charges. However, the Landlord denies ever receiving them.
15. The Tenant agreed during cross-examination that he had never brought the outstanding invoices up with the Landlord. When asked why, he stated that he has a big heart, and he did not want to trouble the Landlord over this, because he knew that the Landlord had faced some financial issues in the past.
16. The Landlord raised that part of the issue was that he would not have agreed, for example, to pay over \$12,000.00 for the deck as this was overpriced in his opinion. He states that he understood that the work would be done at no charge.
17. The best evidence before the Board are the copies of the invoices. Each invoice is dated, has a unique invoice number, states the amount due, and states "Work credited to rent at 1311 Michael Circle" – the Tenants' address – in the notes field. The invoice numbers are not numbered consecutively, suggesting that these were done periodically as the Tenant completed various projects on behalf of the Landlord.
18. Although I agree with the Landlord's submissions that the Tenant did not provide in evidence copies of the auto generated e-mails produced by the app, I accept the Tenant's evidence that these were sent. In my view, it would not make sense that the Tenant would not have sent them if he planned to then deduct the value of these from his rent. Further, although the Tenant agreed that he did not follow-up about these invoices with the Landlord, I find that is consistent with his understanding that these would be set-off by his rent payments.
19. Further still, it does not accord that the Landlord would expect this work to be done at no charge. The Tenant ran a contracting business. Although initially the deck was built so that the Tenant's wife, who was ill, could enjoy the outdoors, the Landlord was aware the Tenant ran a contracting business.
20. The issue here is that ultimately the Landlord would be unjustly enriched by the Tenant's labour. That is, the Landlord receives the benefit of the increased value of a deck being installed on the property, along with the other repairs he undertook. Therefore, although the Tenant may have also received a benefit

from the deck, it does not make sense to me that the Landlord should reap the benefit as ultimately, he owns the property to which the deck is attached.

21. Despite the disputes pertaining to the value of the invoices and whether he was provided with copies of the invoices, the Landlord clearly stated that he wished to have this matter resolved during the hearing.

Can the Tenant pay the rent by having done the work?

22. Rent is defined pursuant to s. 2(1) of the Act, in-part:

““rent” includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to a landlord or the landlord’s agent for the right to occupy a rental unit and for any services and facilities and any privilege, accommodation or thing that the landlord provides for the tenant in respect of the occupancy of the rental unit, whether or not a separate charge is made for services and facilities or for the privilege....”

23. I find that the work performed by the Tenant can be considered rent because rent can include “any consideration” for the right to occupy a rental unit.

24. Further, as the Landlord reviewed each of these invoices, he was able to identify which invoices he agreed that the work had been done.

What is the actual amount of rent arrears owed?

25. The Tenant submitted the disputed unpaid invoices during the hearing. I reviewed each of these invoices with the Landlord, asking whether he agreed or disagreed with each invoice and whether the work was done. The Landlord disputed 7 invoices (in order of the pdf files, these were #2, 4, 7, 8, 9 12, and 15). However, the Landlord agreed that the Tenant had done the repairs or renovations stated on the remainder of the invoices.

26. Accordingly, the parties agreed that the total amount the Tenants owe the Landlord is \$2,488.00.

Relief From Eviction

27. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

28. The parties did not offer any objections to a repayment plan. The Tenants have lived in the rental unit for at least seven years. In addition, it seems as though the arrears are owing to a lack of communication and proper documentation

between **both parties**. As such, I find a conditional order is appropriate in these circumstances.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,488.00 for arrears of rent up to April 30, 2026, plus \$186.00 for the cost of filing the application. The total the Tenant owes the Landlord is \$2,674.00.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - \$500.00 on or before the first of each month for the period of May through September 2026;
 - \$174.00 on or before the first of October 2026.
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period May to October 2026, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after April 30, 2026.

April 20, 2026
Date Issued

Jane Dean
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.