



Order under Section 69 Residential Tenancies Act, 2006

Citation: DRAKE PROPERTY MANAGEMENT v AGYEI, 2026 ONLTB 32512

Date: 2026-04-23

File Number: LTB-L-005178-26

In the matter of: 1107, 7110 DARCEL AVE
MISSISSAUGA ON L4T3C5

Between: DRAKE PROPERTY MANAGEMENT Landlord

And

BRITNEY SUZEL AGYEI Tenants
SAMUEL AGYEI

DRAKE PROPERTY MANAGEMENT (the 'Landlord') applied for an order to terminate the tenancy and evict BRITNEY SUZEL AGYEI and SAMUEL AGYEI (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 31, 2026 at 10:27 a.m.

The Landlord's representative Sabrina Marchionne, licensed paralegal, and the Tenants Britney Suzel Agyei and Samuel Agyei attended the hearing.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,755.67. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$90.60. This amount is calculated as follows: \$2,755.67 x 12, divided by 365 days.
5. The Tenant has paid \$3,565.01 to the Landlord since the application was filed.

6. The rent arrears owing to March 31, 2026 are \$5,000.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,699.00 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.
9. Interest on the rent deposit, in the amount of \$91.08 is owing to the Tenant for the period from October 31, 2024 to March 31, 2026.

Tenant's Section 82 issues

10. The Landlords' application is being heard under section 69 of *the Act* based on a Notice of termination given under section 59. This means that section 82 of *the Act* is applicable.
11. Section 82 says, in part:

82 (1) At a hearing of an application by a landlord under section 69 for an order terminating a tenancy and evicting a tenant based on a notice of termination under section 59, the Board shall permit the tenant to raise any issue that could be the subject of an application made by the tenant under this Act if the tenant,

(a) complies with the requirements set out in subsection (2); or

(b) provides an explanation satisfactory to the Board explaining why the tenant could not comply with the requirements set out in subsection (2).

(2) The requirements referred to in subsection (1) are the following:

1. The tenant shall give advance notice to the landlord of the tenant's intent to raise the issue at the hearing.

2. The notice shall be given within the time set out in the Rules.

3. The notice shall be given in writing and shall comply with the Rules.

(3) If a tenant raises an issue under subsection (1), the Board may make any order in respect of the issue that it could have made had the tenant made an application under this Act.

12. The Tenant identified issues related to the issue with the bathtub and sink. At the hearing, the Tenant asked for cumulative rent abatement of 70% in connection with the issues. The remedies are available under *the Act* and can be granted on an L1 application under section 82.

Bathtub/sink issue

13. The Tenant testified on December 27, 2025 the bathtub and sink in the washroom were clogged and not working and despite informing the Landlord on December 27, 2025, the Landlord did not repair the issue. Entered into evidence was a photograph of the basin of the bathtub dated March 26, 2026; the Tenant testified that due to the clog, the water takes up to an hour to drain and that as a result of the issues cannot take baths. The Tenant further testified that members of the Tenant's household has gotten a rash due to the clog.
14. The Landlord acknowledges receiving the complaint, acknowledges a delay and further submitted that they are actively working on repairing issue; however, from their assessment the issue seems aesthetic in nature and does not rise to the level of a breach. Further, should the Board order an abatement, the Landlord submitted the quantity requested is excessive as the Tenant continues to use the bathroom and the bath; however, seemingly is limited to taking showers.

Analysis

15. To obtain a remedy based on a breach of subsection 20(1), a tenant must not only establish that the landlord failed to maintain the unit or the complex but also that the landlord failed to react in a timely, appropriate and effective manner once the issues were brought to their attention.
16. Also, 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.
17. The Tenants allege that the bathtub drain, and similarly the sink drain, was clogged and seek a 70% rent abatement. I am not satisfied on a balance of probabilities that the Tenants have established the existence of a clogged bathtub or any other maintenance deficiency. The Tenants relied primarily on their oral testimony that the bathtub drained slowly and that the condition of the bathtub prevented normal bathing activities. The photographic evidence submitted by the Tenants shows cosmetic wear to the bathtub surface, including areas of missing paint; however, the photographs do not demonstrate that the bathtub drain was obstructed or otherwise not functioning. The Tenants did not submit video evidence or other corroborating documentation that would establish that a clog existed or that the bathtub was unusable.
18. The Tenants further testified that members of their household, including their children, experienced discomfort or rashes and that the condition limited their ability to bathe. However, no documentary or other independent evidence was provided to substantiate these claims or even if they did occur, to connect the alleged medical conditions to the alleged condition of the bathtub.

19. In the absence of persuasive evidence that a maintenance issue existed, beyond wear and tear of paint missing in the bathtub that largely appears aesthetic, I cannot find that the Landlord breached their obligations under section 20 of *the Act*. As a result, the Tenants have no established entitlement to a rent abatement or any other remedy.

Relief from eviction

20. 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 postpone the eviction until May 31, 2026 pursuant to subsection 83(1)(b) of *the Act*.
21. The Tenant testified the Tenants accumulated arrears because the Tenant is working a reduced number of hours. The Tenant further testified that the Tenant works in the auto industry and as the tariff issues are resolved, it is anticipated that the hours will be restored and future monthly household income will return to \$8,000.00 per month from current income levels of approximately \$5,000.00 per month. The Tenant further testified that finding a new unit that is both affordable and suitable for her family, including the Tenant's two children, in the community would be challenging given the current rental market conditions. For these reasons, the Tenant requested a payment plan of \$800.00 per month until the arrears are paid in full, and should an eviction be granted, the Board delay the eviction.
22. The Landlord's representative submitted that any payment plan was inappropriate, as since the application the Tenant has made minimal payments towards the arrears. The Landlord's representative further submitted that any extended delay would only further prejudice the Landlord as the arrears were significant but acknowledged that a 30 day delay would be appropriate in these circumstances.
23. After considering all the circumstances, I find that it would not be unfair to postpone the eviction until May 31, 2026. I am not persuaded the Tenant would be able to commit to a payment plan, as by the Tenant's own testimony the Tenant's average monthly household income of \$5,000.00 only narrowly exceeds the Tenant's average monthly household expenses of approximately \$4,800.00, and in this case the Tenant led no documentary evidence to support her testimony regarding either her income or expenses, including no documentary evidence that might suggest a more stable quantity of hours will be afforded to the Tenant in the future. This lack of corroborating evidence informs my decision that a payment plan is not realistic in the circumstances. Nevertheless, I find the delay will afford the Tenant with additional time to complete a housing search for an affordable and suitable unit for the Tenant's family in the community which is appropriate given the Tenant's circumstances, without significantly prejudicing the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$7,941.67 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$10,697.34 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after May 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before May 31, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,395.92. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$90.60 per day for the use of the unit starting April 1, 2026 until the date the Tenant moves out of the unit.
 7. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 2026.

April 23, 2026
Date Issued

Greg Witt
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 December 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$11,320.68
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,565.01
Total the Tenant must pay to continue the tenancy	\$7,941.67

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing To May 31, 2026	\$14,076.35
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,565.01
Total the Tenant must pay to continue the tenancy	\$10,697.34

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$8,565.01
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,565.01
Less the amount of the last month's rent deposit	- \$2,699.00
Less the amount of the interest on the last month's rent deposit	- \$91.08
Total amount owing to the Landlord	\$2,395.92
Plus daily compensation owing for each day of occupation starting April 1, 2026	\$90.60 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

