



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-107706-25

In the matter of: Basement, 32 SUBRISCO AVE
RICHMOND HILL ON L4S1B2

Between: Mingqian Ren Landlord

And

Reza Marvahzadeh (RM) Tenants
Rahil Helalirad (RH)

Mingqian Ren (the 'Landlord') applied for an order to terminate the tenancy and evict Reza Marvahzadeh and Rahil Helalirad (the 'Tenants') because the Tenants did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 16, 2026.

The Landlord, the Landlord's Legal Representative, Julie Zhu, the Tenants and the Tenants' Legal Representative, Siavash Hedayati, attended the hearing. Neda Talaeian and Abbas Malek Hosseini attended the hearing as witnesses for the Tenant.

Determinations:

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 Tenants did not contest that the lawful rent agreed to at the beginning of the tenancy was \$2,300.00. It is due on the 28th day of each month. There was no written lease.
4. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 x 12, divided by 365 days.
5. The Tenants disputed the current amount of lawful rent, submitting that the Landlord had agreed to reduce the monthly rent to \$1,900.00/month plus utilities during a meeting held at the rental unit on September 7, 2025, commencing with the rental period starting

September 28, 2025. The Tenants' witness, Abbas Malek Hosseini, testified that he was present for during this discussion and that a reduction of the monthly rent was discussed.

6. The Tenants further submitted that, during another meeting at the rental unit on November 23, 2025, they attempted to get the Landlord to agree to remove their obligation to pay utilities on top of their \$1,900.00/month rent. The Tenants' witness, Neda Talaeian, testified that she was present during these discussions on November 23, 2025 and that the Landlord refused the Tenants' request for any further reductions.
7. The Landlord denied ever agreeing to reduce the rent to \$1,900.00/month on September 7, 2025, and testified that he attended the Tenants' meeting on November 23, 2025 to address \$800.00 in arrears the Tenants owed him as of that date. The Landlord further testified that a rent reduction made no financial sense in his circumstances.
8. Other than the testimony of the Tenants' witness, no evidence was submitted in support of the Tenants' claim that an agreement had been reached to reduce the monthly rent. The Tenants did pay \$1,900.00 in rent to the Landlord for the rent periods September 28 – October 27, 2025 and October 28 – November 27, 2025, so it does appear that they believed the rent had been reduced. However, there is no evidence indicating that the Landlord agreed that this was the correct amount of rent payable. No rent at all has been paid to the Landlord for the period November 28, 2025 to the hearing date.
9. Based on the evidence before me, on a balance of probabilities, I find that the lawful rent for the rental unit remains at \$2,300.00. Without any specific documentary or witness evidence to support the Tenants' assertion that the Landlord agreed to reduce the rent to \$1,900.00/month on September 7, 2025, I do not find it reasonable to recognize this alleged rent reduction.
10. The Tenants have not made any payments since the application was filed.
11. The rent arrears owing to March 27, 2026 are \$10,000.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.

Section 82

14. Section 82 of the Act permits the Tenants to raise any issue that could be the subject of an application provided certain notice requirements are met. The Tenants filed section 82 issues with the Board, outlining service and harassment-related concerns.

CRA Penalty/Rent Receipts

15. The Tenants allege that the Landlord failed to provide them with rent receipts for 2024, which caused them to incur a penalty from the CRA in the amount of \$378.30. The Tenants provided a screenshot of their CRA My Account webpage and a series of texts sent to the Landlord in November 2025, requesting these 2024 rent receipts. They are requesting reimbursement of this \$378.30 charge.

16. Section 109(1) of the Act states that a landlord shall provide free of charge to a tenant or former tenant, on request, a receipt for the payment of any rent, rent deposit, arrears of rent or any other amount paid to the landlord.
17. It was uncontested that, up until September 28, 2024, the Tenants were living in the unit as a short-term rental. The Landlord testified that rent receipts would have been available through the short-term rental webpage. The Landlord indicated that he had no problem issuing an annual rental receipt to the Tenants upon request for the period in which their actual tenancy commenced.
18. The Landlord's obligation under s.109(1) of the Act only applies to the time period the parties were in a landlord-tenant relationship that is subject to Act.
19. Section 5(a) of the Act states:

 5 This Act does not apply with respect to,

 (a) living accommodation intended to be provided to the travelling or vacationing public or occupied for a seasonal or temporary period in a hotel, motel or motor hotel, resort, lodge, tourist camp, cottage or cabin establishment, inn, campground, trailer park, tourist home, bed and breakfast vacation establishment or vacation home;
20. I am satisfied, on a balance of probabilities, that as of September 28, 2024 the parties were in a landlord-tenant relationship that was subject to the Act. The Tenants clearly acknowledged the short-term rental nature of their occupancy of the rental unit during the period prior to September 28, 2024. As such, I find that the unit was exempt from the Act prior to September 28, 2024 and the Landlord's obligation under s.109(1) of the Act to provide a receipt upon request did not commence until September 28, 2024, when the parties entered into a long-term landlord-tenant relationship.
21. The Landlord shall be ordered to provide rent receipts to the Tenants for the period September 28 – December 31, 2024 and for rent paid in 2025.

Mail

22. The Tenants allege that the Landlord has both withheld the mailbox key from them and failed to deliver mail to them in a timely fashion or at all. They have requested a 10% and 15% rent abatement for these issues respectively.
23. The Tenants indicate that they have never received a mailbox key and that they rely on the Landlord to deliver their mail to them. They state that they never received an expected health card for their minor child and that this lack of a key has caused them great inconvenience.
24. The Landlord acknowledges that he has the mailbox key and that he has maintained possession of it due to there being multiple rental units sharing the same residential mailbox. He denies either withholding any mail or causing any undue delay in delivering it to the rental unit, indicating that he drops mail off 2-3 times per week.

25. In the case of a shared mailbox, a landlord is not required to provide all tenants with a key to the mailbox. A landlord is required to ensure that the mail is promptly distributed. It may be appropriate, however, to order a landlord to provide a tenant with a key to a shared mailbox if a tenant can establish that their privacy or receipt of mail has been affected by the shared mailbox.
26. The Tenants led no compelling evidence establishing that the Landlord withheld their mail. I am not convinced, however, that a twice a week distribution schedule is reasonable given the time-sensitive nature of some mail. Given this, the Landlord shall be ordered to provide the Tenants with a key to the shared mailbox.

No Written Lease

27. There was no dispute that there was no written lease agreement between the parties. The Tenants' provided copies of text communication between themselves and the Landlord, dated November 21, 2025, wherein they requested a written lease agreement. The Landlord provided no reason at the hearing for his failure to provide a written lease agreement to the Tenants.
28. Section 12(2) of the Act provides that if a tenancy agreement entered into on or after June 17, 1998 is in writing, the landlord shall give a copy of the agreement, signed by the landlord and the tenant, to the tenant within 21 days after the tenant signs it and gives it to the landlord. The Landlord is in clear breach of this obligation.
29. The Tenants' representative requested an order for the Landlord to provide a written lease agreement, which is granted.

Internet Service

30. The Tenants allege that the Landlord cut off their access to the internet as of January 19, 2026. They submitted that they had been receiving this internet service for the duration of their tenancy and that they notified the Landlord of their inability to access the internet on January 28, 2026.
31. The Landlord testified that he believed that internet was not included as a service for the Tenants. He denied cutting off the Tenants' internet service and could not explain why they no longer had access to the internet.
32. I am satisfied that internet service was a service provided to the Tenants as part of their tenancy because it was service being offered to the Tenants at the beginning of the tenancy, they never agreed it would be removed and the Tenants in the upstairs unit testified that they continued to have access to the Landlord-provided internet. As such, the Landlord will be ordered to maintain the service and provide access (via password or otherwise) to the internet to the Tenants.
33. The Tenants did not provide any evidence that they incurred costs to replace the internet service and instead requested a 15% rent abatement. The Tenants submitted that the lack of internet access caused them significant inconvenience in fulfilling normal administrative tasks. The Tenants also indicated that, given that cellular service from their basement rental unit was poor, they relied on the internet for communication purposes.

34. I find this request to be excessive – the cost of the Tenants obtaining replacement internet would not equate to 15% of their monthly rent (\$2,300.00 X 15% = \$345.00/month). As such, I find that the Tenants are entitled to a nominal amount of \$200.00 for the unprovided internet services from January 26, 2026 to March 16, 2026.

Harassment/Emotional Distress

35. The Tenants allege that the Landlord, during their meeting on November 23, 2025, both harassed and caused emotional distress to the Tenants by yelling at them, acting aggressively and threatening to call the police on them. They are requesting a 40% rent abatement as a remedy.
36. The Tenants submitted that the Landlord caused emotional distress to their minor child and that this child required psychotherapy as a result. The Tenants provided letters from a psychotherapist identifying that the minor child suffered from elevated anxiety and that Tenant RH also required therapy. In the letter, the psychotherapist identified that “According to the parents’ account”, the minor child’s symptoms began after an argument with the Landlord in the rental unit. The Tenants also provided receipts for visits with the psychotherapist on November 4, 2025 and March 2, 2026. I note that the first visit to the psychotherapist on November 4, 2025 preceded the alleged triggering incident with the Landlord on November 23, 2025.
37. Tenant RH neither provided any testimony nor documentary evidence regarding her emotional distress during the hearing.
38. The Landlord acknowledges that there was an argument during the meeting between the Landlord and the Tenants on November 23, 2025, but asserted that in no way did the argument escalate to the levels that a reasonable person would find that psychotherapy was required as a remedy. He indicated that he threatened to call the police during this meeting due to the Tenants blocking him from trying to leave the meeting. The Landlord submitted that if his behaviour was egregious as the Tenants indicated, they should have called to police on him.
39. The definition of harassment in the Ontario Human Rights Code states that harassment consists of “engaging in a course of vexatious comment or conduct or conduct that is known or reasonably ought to be known to be welcome.” While the Act does not define harassment, it is generally held that “harassment” is a course of conduct that a reasonable person knows or ought to know would be unwelcome.
40. There seems to be no dispute that the relationship between the parties broke down during discussions of the rent amounts in 2025. The Tenants did not lead any evidence regarding the Landlord’s conduct to convince me to find that his conduct was egregious. The Tenants have been inconvenienced by the interrupted internet service and challenges with mail. This inconvenience, however, has been acknowledged above.

Remedies for s. 82 issues

41. The total amount awarded under section 82 is \$200.00 for the unresolved internet service.

42. The Landlord shall be ordered to reinstitute the Tenants' access to the internet through the provision of the requisite password.
43. The Landlord shall be ordered to provide the Tenants with a key to the common mailbox.
44. The Landlord shall be ordered to provide rent receipts to the Tenants for rent paid during the period September 28, 2024 to December 31, 2025, and going forward on an annual basis.
45. The Landlord shall be ordered to provide the Tenants a written copy of their tenancy agreement.

Relief from eviction

46. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
47. The Landlord is requesting a standard order of termination. He submitted that he is a small landlord and that the quantum of rent arrears is causing him financial issues. He submits that the Tenants have made no good faith efforts to even pay the purported lower rent amount over the past 4 months.
48. Tenant RM testified that he could not work as a driver for approximately 15 days after the alleged incident of November 23, 2025, due to the requirement to care for their minor child who was traumatized. He is currently employed.
49. The Tenants suggest that they are willing to pay any rent arrears and can do so, given their current income, at the rate of \$500.00/month.
50. The Tenants have been looking for other places to live, but the monthly rents on other properties are quite high. They indicate that they would need some time to find a new place to live.
51. Having considered the parties' evidence and submissions, I am inclined to agree with the Landlord's reasoning that relief is not appropriate in the circumstances. I have also considered the Tenants' submissions regarding the possibility of a payment plan, but given the Tenants' admission that they have been withholding rent from the Landlord due to their s. 82 issues, the mounting arrears, and impending rent for May 2026, I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:**

- \$14,586.00 if the payment is made on or before May 17, 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 May 17, 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 Tenants must move out of the rental unit on or before May 17, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$8,971.54. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent abatement/rebate awarded to the Tenants is 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 \$75.62 per day for the use of the unit starting March 17, 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 May 17, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 18, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before May 17, 2026, then starting May 18, 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 May 18, 2026.
 10. If the Tenants void this order, the Landlord shall, within seven (7) of the voiding of the order:
 - a) reinstitute the Tenants' access to the internet through the provision of the requisite password;
 - b) provide rent receipts to the Tenants for rent paid during the period September 28, 2024 to December 31, 2025; and
 - c) provide the Tenants with a key to the common mailbox.
 11. If the Landlord fails to comply with the stipulations in paragraph 10, the Tenants may deduct \$100.00 from the rent owing each month, commencing May 28, 2026 until the Landlord complies.
 12. If the Tenants void this order, the Landlord shall provide the Tenants a written copy of their tenancy agreement within seven (7) days of the voiding of this order.
 13. Within seven (7) days of this order, the Landlord shall provide the Tenants with rent receipts for rent paid during the periods September 28 – December 31, 2024 and for the rent paid by the Tenants in 2025.

14. If the Landlord fails to provide rent receipts as directed, the Landlord shall pay to the Tenants \$378.30, which represents the reasonable out-of-pocket costs that the Tenants have incurred.

May 6, 2026
Date Issued

Curtis Smith
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 November 18, 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 May 17, 2026

Rent Owing To May 27, 2026 <i>(less any payments made since the date of the hearing)</i>	\$14,600.00
Application Filing Fee	\$186.00
Less the amount the Landlord owes the Tenant for an abatement	-\$200.00
Total the Tenant must pay to continue the tenancy <i>(less any payments made since the date of the hearing)</i>	\$14,586.00

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

Rent Owing To Hearing Date	\$8,985.54
Application Filing Fee	\$186.00
Less the amount the Landlord owes the Tenant for an abatement	-\$200.00
Total amount owing to the Landlord	\$8,971.54
Plus daily compensation owing for each day of occupation starting March 17, 2026	\$75.62 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	