



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-018536-25

In the matter of: B, 531 Danforth Road
Toronto ON M1K1C8

Between: Stella Aidoo Landlord

And

Pierrette Paul Tenant

On February 26, 2025, Stella Aidoo (the 'Landlord') applied for an order to terminate the tenancy and evict Pierrette Paul (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (L1 application)

This L1 application was scheduled for June 10, 2025 but was adjourned during that block due to "overflow" (i.e. not time left to start). The case was rescheduled and this L1 was heard by videoconference on April 16, 2026.

The Landlord and the Tenant attended the hearing. As well, the Landlord's spouse and co-landlord, Anthony Osei-Kwabena, was present who acted on behalf of the Landlord on rent and maintenance issues during the tenancy.

Determinations:

1. The parties agreed that the Tenant vacated the premises but could not agree on the date the tenancy ended.
2. The Landlord referred to the Tenant's own submission as exhibit LL#1 which is a June 10, 2025 text message from the Tenant to the Landlord, in which the Tenant stated she had not been a tenant of the rental unit since July 2024. The Landlord testified that while the Tenant was "*nowhere to be found*" in 2024 (as described in exhibit LL#2- Landlord's statement and photos), the Tenant's mother had become a squatter at the rental unit, causing many serious issues and difficulties for the Landlord. As LL#1 was the first instance when the Tenant confirmed in writing she was not living in the rental unit, it was the Landlord's position that the tenancy ended on that date (June 10, 2025) and not July 2024.
3. As described in exhibit LL#1, the Tenant claimed there were a number of maintenance issues that compelled her to leave the rental unit in July 2024. She testified that because of the longstanding leak, the kitchen sink blockage and the floorboard problem, the rental unit had become inhabitable. The Tenant testified that her mother had helped her on occasion to watch over the Tenant's children especially during her pregnancy in June and July 2024. The Tenant stated her 62-year old mother has mental health issues and that

her mother did create a bad situation for her and the Landlord by squatting in the unit after the Tenant claimed she vacated the unit. The Tenant testified she had to call the police on her mother due to her mother taking over the unit and ensuing actions (which resulted in an assault charge made against her mother).

4. The Tenant avowed that between the time she moved out and up to December 2024, she lived with her partner in another place far from the rental unit. She mentioned she gave birth in September 2024. The Tenant admitted she did try to retrieve her belongings once after having vacated the unit by trying to enter through the rear window of the unit. As support for her stated position, the Tenant submitted exhibit TT#1, which is the Tenant's own statement about rent, maintenance issues and her moving out.
5. Based on the submissions of the parties, and on a balance of probabilities, I believe the Tenant most likely vacated the rental unit sometime in July 2024. I say this because I viewed the Tenant's direct testimony as not really being controverted by the Landlord's direct evidence (and from Mr. Osei-Kwabena's submission). The Landlord had no real contact with the Tenant for a long time and in the Landlord's own words, the Tenant was "*nowhere to be found*". Both parties' submissions on the Tenant's mother's actions seemed, in my view, to show the mother's actions as not only being illegal, but were actions that muddled and indeed complicated what was already an ended tenancy. In the end, the Landlord's submissions appeared to me to dovetail into the Tenant's testimony about moving out. Consequently, I find the tenancy effectively ended on July 31, 2024, which reflects the last day of the last monthly term under the tenancy.
6. It was clear from the case file (exhibit LL#1) that the Tenant complied with the *Residential Tenancies Act, 2006* (the 'Act') in declaring her intention to raise maintenance issues under section 82 of the Act. From this, I find the "filing date" of the Tenant's section 82 claims was effectively June 10, 2025, the date of her LL#1 text message.
7. I note that the Tenant has never filed any application other than raising the Tenant's maintenance claims under section 82. As such, her claims may only go back one year from the date the claims were first raised to the Landlord in respect of this L1 application. In the present case, the claims may only go back to June 11, 2024.
8. To clarify, subsections 82(1) and 82(3) of the Act state a tenant may raise any issue that could have been made had the tenant herself/himself filed an application under the Act. Further, the LTB jurisdiction for tenant claims under a tenant-application is governed by subsection 29(2) of the Act which clearly states no tenant application may be made more than one year after the day the alleged conduct giving rise to the application occurred.
9. This means here the Tenant's section 82 claims may "reach back" to January 11, 2024, which would have been one year before the June 10, 2025 section 82 claim filing date.

N4-based rent arrears application

10. 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.

11. The Tenant was in possession of the rental unit on the date the L1 application was filed.
12. As given above, I find the Tenant vacated the rental unit on July 31, 2024. Rent arrears are calculated up to the date the Tenant vacated the unit.
13. The lawful rent in 2024 was \$1,025.40. The rent when the L1 was filed in 2025 was \$1,051.05. Rent was due on the 1st day of each month.
14. The Tenant has not made, and did not make, any payments since the L1 application was filed.
15. Therefore, the rent arrears owing to July 31, 2024 are \$10,186.40.
16. The Landlord incurred costs of \$201.00 for filing the L1 application and is entitled to reimbursement of those costs.
17. The Landlord collected a rent deposit of \$875.00 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.
18. Interest on the rent deposit, in the amount of \$158.79 is owing to the Tenant for the period from March 1, 2014 to July 31, 2024.

Section 82 claims

19. The Tenant testified concerning four basic maintenance issues: a clogged kitchen sink; a persistent ceiling leak in the bathroom; mould in the bathroom; and lifted/warped floorboards.
20. The Tenant relied upon two exhibits – TT#1 (Tenant statement and photos) and TT#2 (photos of the unit to show the maintenance issues) – as evidence to support her testimony. She stated that in and around November 23, 2023 (first text message in TT#1), she first alerted the Landlord to the clogged kitchen sink which was only repaired in May or June 2024. The bathroom (only one bathroom in the unit) is situated in the basement under the kitchen which is located immediately above. The Tenant stated the kitchen clog led to a water leak into the bathroom below. The lifting living room floorboards may or may not have had connection to the leak. The Tenant also testified that Mr. Osei-Kwabena in particular did not respond timely, and when he did, he simply threatened her with eviction and would even sometimes divulge her rent arrears situation to her ex-partner. The Tenant stated that the covid lockdown caused her to spend most of her time inside, and that she had purchased a rabbit for her children. She testified she was dependent on welfare throughout the tenancy, and that she sometimes left the rental unit untidy.
21. Mr. Osei-Kwabena denied that he or the Landlord ever treated the Tenant poorly or that they ignored her maintenance complaints. He stated he treated the Tenant as though she was his own daughter, and proceeded to provide details about getting her moved in initially and about never charging market-level rent in an effort to get her properly situated.
22. For the maintenance claims, the Landlord relied upon three exhibits – LL#2 (photos of the state of the unit taken in 2023/2024), LL#3 (photos of the unit taken in 2022) and LL#4 (photos of the unit taken in January 2026). Mr. Osei-Kwabena testified that the Tenant

allowed the rental unit to become an extremely filthy unit. He testified that there were feces found inside the unit, and specifically on heating vent covers, which created a smell so foul throughout the four-plex building, other tenants in the building filed claims against the Landlord. He testified the kitchen sink clog was caused by the Tenant (a knife was found in the pipe, and the P-trap was jammed with items) and when the sink overflowed, the Tenant did nothing to remove the water that spilled to the floor. As shown in LL#2, Mr. Osei-Kwabena affirmed that the Landlord tried to enter the unit always with proper advance notices (in LL#2), but the unit was so dirty with items blocking access to areas that needed repair (such as the sink – re photos in LL#2), he and the hired contractor needed several visits from November 23, 2023 to June 2024 to effectively get clear access.

23. Mr. Osei-Kwabena testified the Tenant was not only very dirty in keeping her unit orderly, she (or others in the unit) caused so much damage that the Landlord is still in the process of cleaning and restoring the unit. In support, exhibits LL#3 and LL#4 were led into evidence. LL#3 comprises several photos taken in 2023 at the material time to show the extent of damage caused by the Tenant (broken windows, doors). LL#4 comprises photos taken in January 2026 which includes photos of many bags of garbage and garbage yet to be collected, and a refrigerator badly damaged/dirtied.
24. Based on the submissions of both parties, I was not persuaded by the Tenant on a balance of probabilities that the Landlord failed in her maintenance obligations or that the Landlord improperly treated the Tenant at any material time under the LTB's jurisdiction. The one-year limitation of time did not give me much time to consider, but even if I were to go somewhat outside that timeframe to a time between November 23, 2023 and June 11, 2024, I was not convinced the Landlord breached her maintenance obligations or unduly treated the Tenant.
25. For the maintenance claims, the photo evidence provided by the Landlord showed clearly that the Tenant did not keep her unit in an ordinary state of cleanliness that the Act (i.e. section 33) prescribes. In my view, this state of the rental unit clearly created difficulties for the Landlord in trying to get to and address the maintenance issues.
26. The evidence of both parties also shows the Landlord attempted to enter and repair (all before the June 11, 2024 timeframe) and some of the logistic difficulties encountered were from the covid lockdown period. I accept the Landlord's direct testimony that the Landlord was able to repair the kitchen sink blockage/leak and undertake substantial repairs to the bathroom within a reasonable timeframe after being notified. It was not perfect but I do believe it was reasonable and responsibly undertaken. In her own testimony, the Tenant stated the kitchen sink problem was repaired around May 2024 and in June 2024, the major work on the bathroom had begun.
27. Nothing in either the Tenant's evidence or the Landlord's evidence indicated the Landlord threatened the Tenant or treated the Tenant in any undue fashion. Notices to terminate due to rent arrears (whether oral or written) are not in my view undue threats to evict, but instead reflect lawful notices allowed for in the Act. This does not mean I did not see that the parties were not happy and displeased with one another, but in the context of the rent arrears, the dirty state of the rental unit and the squatting problems encountered, I believe

the parties were able to maintain an acceptable respectful decorum between them nonetheless.

28. Consequently, the Tenant's claims under section 82 of the Act are all denied and the only matter to be disposed of is the rent arrears claim under the L1 application itself.

It is ordered that:

1. The tenancy between the Landlord and the Tenant terminated as of July 31, 2024, the date the Tenant effectively moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$9,353.61. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the L1 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 below for the calculation of the amount owing.
3. 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.

May 6, 2026
Date Issued

Alex Brkic
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing from January 1, 2023 to March 31, 2024	\$6,084.80
Rent Owing from April 1, 2024 to July 31, 2024	\$4,101.60
L1 Application Filing Fee	\$201.00
Less the amount of the last month's rent deposit	- \$875.00
Less the amount of the interest on the last month's rent deposit	- \$158.79
Total amount owing to the Landlord	\$9,353.61