



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

File Number: LTB-L-015814-26

In the matter of: 408, 5 CAPRI RD
ETOBICOKE ON M9B6B5

Between: Capri Holdings Limited Landlord

And

Abubakarr Samura Tenant

Capri Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Abubakarr Samura (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 14, 2026.

The Landlord's representative, Sabrina Marchionne and the Tenant attended the hearing. The Tenant's witness, David Smith also attended the hearing.

Determinations:

The Preliminary Issue Regarding Representation

1. At the beginning of the hearing, the Landlord's representative, Sabrina Marchionne, raised a preliminary issue regarding the role of David Smith, who appeared with the Tenant. Mr. Smith advised that he works with the Eviction Prevention in the Community program ("Epic") and that he was attending as a support person for the Tenant.
2. The Landlord's representative submitted that Mr. Smith appeared to be acting as a representative rather than a support person because he intended to present evidence, make submissions, and raise legal arguments on the Tenant's behalf, including submissions regarding the lawful monthly rent. The Landlord's representative submitted that David Smith was not licensed by the Law Society of Ontario and had not established that he fell within an exemption that would permit him to provide legal services in this proceeding.
3. I asked Mr. Smith to clarify his role. Mr. Smith confirmed that he is not a licensee. David Smith stated that his role was to support the Tenant and to assist in confirming the correct

balance owing so that the Epic program could determine what support may be available to preserve the tenancy.

4. Rule A9.1 of the Landlord and Tenant Board's *Rules of Procedure* provides that a party may be self-represented, represented by a person licensed by the Law Society of Ontario, or represented by an unlicensed person where permitted by the *Law Society Act*, and its regulations and by-laws. The Board's *Practice Direction on Representation before the Landlord and Tenant Board* also provides that a support person may attend a hearing to sit with and assist a party, but that a support person is not considered a representative only so long as they do not make submissions on the party's behalf.
5. The Board's *Practice Direction on Representation before the Landlord and Tenant Board* provides that a person who is not licensed by the Law Society of Ontario as a lawyer or paralegal may not represent a party in an LTB proceeding unless that person falls within a specific licensing exemption established by the Law Society of Ontario.
6. In this case, I find that David Smith was permitted to remain at the hearing as a support person for the Tenant. However, I find that David Smith did not have standing to act as the Tenant's representative, present the Tenant's evidence, or make legal submissions on the Tenant's behalf. David Smith confirmed that he is not licensed by the Law Society of Ontario, and he did not establish that he fell within an exemption under the *Law Society Act* or the applicable by-laws that would permit him to provide legal services in this proceeding.
7. I therefore directed that the Tenant would be required to present his own evidence and submissions. I advised that David Smith could remain at the hearing either as a support person for the Tenant or as a witness with respect to the Epic program and any potential funding available to the Tenant. After that direction was given, David Smith chose to participate as a witness.
8. As a result, David Smith was not permitted to act as the Tenant's representative or make legal submissions on the Tenant's behalf. His participation was limited to giving evidence as a witness regarding the Epic program, including any funding or assistance that may be available to the Tenant.

L1 Application

9. 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.
10. As of the hearing date, the Tenant was still in possession of the rental unit.

What is the lawful rent?

11. The Tenant testified that his monthly rent includes a base rent and a monthly parking charge of \$80.58. The Tenant was unsure of the exact amount of the base rent.

12. The Tenant admitted his rent was \$1,452.04 at the time the N4 Notice was served and so, as found above, the validity of the N4 Notice was not in issue.
13. The Tenant submitted that, by October or November 2024, his rent should no longer have included the monthly parking charge because he no longer drove and had asked the Landlord's agent to remove the parking space. I find that the Tenant did not raise this issue as a reduction of services claim under section 82 of the *Residential Tenancies Act*, 2006 (the "Act"). Rather, the issue before me is whether the lawful monthly rent continued to include the parking charge.
14. The Tenant testified that he was not aware that he continued to be charged for parking until approximately one week before the hearing. When asked whether he had any documents confirming that the parking space had been cancelled, the Tenant testified that he had spoken to the Landlord's agent and was told verbally that the parking charge would be removed but not recall the date the conversation took place.
15. Under section 125 of the Act, a decrease in rent is not automatic when a Tenant ceases to use a service but depends on the parties agreeing there will be a discontinuance of the service. Section 125 of the Act provides:

s. 125. A landlord shall decrease the rent charged to a tenant for a rental unit as prescribed if the landlord and the tenant agree that the landlord will cease to provide anything referred to in subsection 123(1) with respect to the tenant's occupancy of the rental unit.

[Emphasis added]

16. A parking space is one of the items identified in section 123(1) of the Act and to which section 125 applies.
17. The issue then is whether, and if so, when the parties agreed the Landlord would no longer provide the Tenant with a parking space. In other words, even accepting the Tenant no longer drove or had a car in October or November of 2024, which was disputed between the parties, this is on its own insufficient to find the Landlord agreed to stop providing the Tenant with a parking space such that there is a right to a decrease in rent.
18. The Tenant did not provide a clear date when he allegedly advised the Landlord, or someone acting on the Landlord's behalf, that he wished to cancel the parking space. Nor did the Tenant provide documentary evidence confirming that the Landlord agreed to discontinue the parking space or reduce the rent. The Tenant's evidence was that the parking space should have been cancelled.
19. The Landlord's evidence was that the Tenant continued to have authorization to use the parking space, that there was no agreement to remove the parking space, and that the Tenant did not bring an application challenging the lawfulness of the rent under section 136 of the Act.
20. Section 136 of the act provides:

s.136 (1). Rent charged one or more years earlier shall be deemed to be lawful rent unless an application has been made within one year after the date that amount was first charged and the lawfulness of the rent charged is in issue in the application.

21. I found the Landlord's evidence that the Tenant continued to be provided with the parking space and continued to be charged for parking. This evidence was consistent with the Landlord's supporting documentation.
22. In these circumstances, I find, on a balance of probabilities, that the Landlord did not agree to stop providing the Tenant with a parking space before the hearing. I therefore find that the lawful monthly rent was \$1,482.52 up to and including May 31, 2026. Rent is due on the 1st day of each month.

L1 Determinations

23. Based on the Monthly rent, the daily rent/compensation is \$48.74. This amount is calculated as follows: \$1,482.52 x 12, divided by 365 days.
24. The Tenant has paid \$3,350.00 to the Landlord since the application was filed.
25. The rent arrears owing to May 31, 2026 are \$8,283.00. The Tenant disputes the arrears.
26. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

27. The Tenant testified that the Tenants are now in a position where they will receive funding to receive the payments towards the arrears and the ongoing rent plus \$250.00. The Tenant then provided testimony regarding his income and expenses.
28. The Landlord's Representative provided that the Landlord was seeking a standard voidable eviction order from 30 days of the order.
29. The Act, like all legislation in the Province of Ontario, is remedial. In *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) ("*Matthews*"), the Court of Appeal for Ontario ruled, at paragraph 22: "Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its objectives." At paragraph 32, the Court of Appeal concluded: "The purpose of the legislation is to provide protection to tenants."
30. The Court of Appeal for Ontario's reasons in *Matthews* is consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of Act is to promote security of tenure.
31. I therefore find that terminating a tenancy and evicting a tenant from a rental unit is a remedy of last resort.

32. The Tenant's witness, David Smith of the Epic program, testified that the program may be able to provide funding in the amount of \$5,469.00 toward the arrears. Mr. Smith's evidence was that the funding could be applied as part of a payment plan to assist the Tenant in preserving the tenancy.
33. The Tenant also testified that he is willing and able to pay the ongoing monthly rent, together with payments toward the arrears. Based on the evidence before me, including the anticipated EPIC funding and the Tenant's proposed payment plan, I find that it would not be unfair to grant relief from eviction by way of a conditional order.
34. 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 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.
35. David Smith initially testified that the Epic program may be able to provide the \$5,469.00 payment by May 31, 2026, once the order was received. However, given the issuance date of this order, I find it reasonable to extend the deadline for the first arrears payment to June 7, 2026, to allow sufficient time for the required paperwork to be processed by the Epic program.

It is ordered that:

1. The Tenant shall pay the Landlord \$8,469.00 which represents the arrears of rent and costs outstanding for the period ending May 31, 2026.
2. The Landlord's application for eviction of the Tenants is denied on the condition that:

The Tenant shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order:

Date Payment Due	Amount of Payment
On or before June 7, 2026.	\$5,469.00
Due on or before the 20 th day of each month beginning June 20, 2026, up to and including May 20, 2027.	\$250.00 (each month)

3. For the period of June 2026 to May 2027, or until the arrears are paid in full, whichever date is earliest, the Tenant shall pay the Landlord the monthly rent in full and by the first **day** of each corresponding month.
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. Also, 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 the amount due and owing under this order and any new arrears, NSF fees and related charges that became owing after May 31, 2026. The order that results from this section 78 application is usually issued without hearing.

May 25, 2026
Date Issued

Joshua Labbe
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.