



Order under Section 31 Residential Tenancies Act, 2006

Citation: Lewis Rowe v Olori, 2026 ONLTB 43471

Date: 2026-06-03

File Number: LTB-T-049815-22-RV

In the matter of: 13, 189 Vaughan Rd
Toronto ON M6C2M4

Between: Amber Lee Lewis Rowe Tenant

And

189 Vaughan Inc. Landlord

Amber Lee Lewis Rowe (the 'Tenant') applied for an order determining that 189 Vaughan Inc. (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

The original order, LTB-T-049815-22, issued on May 29, 2024, was dismissed because the Tenant did not participate in the hearing. LTB-T-049815-22-RV-IN2, issued May 7, 2025, cancelled the original order because it was determined that the Tenant was not reasonably able to participate at the previous hearing. As a result, a *de novo* hearing was ordered.

The *de novo* hearing was heard by videoconference before me on November 13, 2025, January 16, 2026, and March 27, 2026.

The Tenant's Representative, Julie Matheson, the Tenant, Amber Lee Lewis Rowe, the Landlord's Representative, Shelby Whittick, and the Landlord's Agent, Ahsan Zafar attended the hearings

At the start of the first hearing, the parties consented to the amending of the application to change the name of the "landlord" from "Buchi Olori", to "189 Vaughan Inc." Since both sides are in agreement, I am satisfied that it would be fair to grant this amendment.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must allow the Tenant to pay rent by e-

transfer starting July 1, 2026, and pay the Tenant \$1,000.00 in compensatory damage. The Landlord is required to provide an email account to the Tenant on or before June 24, 2026, for the Tenant to make their e-transfer payment of their rent.

2. The Tenant has suffered a brain injury. As a result, she has several cognitive impairments. The Tenant is seeking, as an accommodation to her brain injury, to pay her rent via e-transfer, a method of payment in which the Tenant manually makes a payment online from her bank account and sends the payment via email to the Landlord.
3. The Tenant testified that they were permitted to use e-transfer payments to the former landlord prior to the current Landlord's purchase of the property, however, no written lease was provided that would show that this was an accepted form of payment.
4. The current Landlord has refused this form of payment and has provided the Tenant several other methods of payment: using the online portal system, set up for preauthorized payments, mail cheques to the Landlord, and pay in person at a local bank to the Landlord's account.
5. It was not disputed that the Landlord used to allow the Tenant to drop cheques off in a mailbox at the building office. It is also not disputed that the Landlord discontinued this method of payment as of September 1, 2022. The Tenant regularly utilized this service until its discontinuance.
6. The Tenant testified that the Landlord wanted the Tenant to utilize the online portal system set up to manage all of tenant accounts within the Landlord's portfolio. The Tenant testified that she was unable to utilize this method, in part due to cognitive function required to utilize the system was impaired due to the brain injury. Trying to use the online portal made her feel overwhelmed and confused. Secondly, utilizing the system required the Tenant to have payments ready to be withdrawn automatically on the 1st of every month. Due to the Tenant's brain injury, the ability to remember dates and deadlines was affected to the point where she would be at risk of missing payments by not having the money in the account right on the 1st of the month. Besides the NSF charges and stigma of having defaulted on a payment, the stress of the consequences of the NSF charges and late payment created additional anxiety for the Tenant to such a degree that it was debilitating.
7. The Tenant stated that although they have been paying rent in person at the bank, the journey to the bank can be arduous at times and aggravates other injuries. The process, even at the best of times is time consuming.
8. The Tenant testified that the Landlord was not very sympathetic to her circumstances, having told the Tenant, "Normal people can use the portal..." However, it should be noted that this statement was not corroborated or supported by any additional testimony or documentation.
9. The Landlord's Agent, Ahsan Zafar (AZ), testified that they have extended the Tenant grace periods of 7 to 10 days to pay rent via the banking system or by mailing a cheque. The Landlord has also provided the following options:
 - a) Auto pay, which is a form of preauthorized payment

- b) Manual payment, which would be a push-payment option through their portal software that would allow the Tenant to actively pay the rent through their digital portal system
 - c) Mailing post-dated cheques: in which the Landlord also suggested the Tenant establish a notification system to remind her of rent payments coming due.
 - d) Paying to the Landlord's account directly at the bank.
10. The Landlord testified that since they utilize specific bank accounts for specific aspects of their portfolio, their accounting system does not allow for a party to make E-Transfer payments or wire transfers.
11. When asked if the Landlord investigated creating an option for a tenant to do so, AZ admitted that they had no evidence that they had discussed with their banking or accounting services the acceptance of E-Transfers or wire transfers.

Analysis

12. The question before me is whether the Landlord sufficiently accommodated the Tenant's disability.
13. Based on all of the evidence before me, I am satisfied that the Tenant has a disability that requires accommodation.
14. Pursuant to section 17(2) of the Ontario *Human Rights Code* (the 'Code') the duty to accommodate a disability requires that the person be accommodated without undue hardship on the person responsible for accommodating those needs, considering the cost, outside sources of funding, if any, and health and safety requirements, if any.
15. The Tenant's application claims that the Landlord breached section 22 of the *Residential Tenancies Act*, 2006 (the 'Act') by failing to accommodate the Tenant's disability and as a result, substantially interfered with the Tenant's right to enjoy the premises. By extension, by making comments regarding the Tenant's disability, and by failing to accommodate the Tenant's needs, they breached section 23 of the Act by harassing the Tenant.
16. The Landlord made several concessions to the Tenant that they did not have to do: they are not bound to extend the due date to pay rent as this would be a contravention of the tenancy agreement, and a remedy is provided for in the Act for the Landlord to pursue eviction pursuant to section 58(1) paragraph 1 of the Act. However, the Landlord did make this offer to waive this right to a degree of an additional 10 days. This shows a willingness to accommodate.
17. The Landlord also looked into the Tenant's difficulty in managing deadlines by offering to use a "push-payment" through their portal system which would allow the Tenant to control when a payment is made to the Landlord, eliminating the risk of incurring NSF fees.
18. However, the issue here is that the Tenant asked to be accommodated by allowing the Tenant to make rent payments to the Landlord via e-transfer. The Landlord did not provide any evidence that they had made any meaningful inquiry to their financial service providers in to making an exception to allow the Tenant to pay via e-transfer.

19. Although the Landlord had provided several ways to accommodate the Tenant, they are dictating to the Tenant how they will be accommodated and not making a serious consideration of the Tenant's accommodation request.
20. Commerce means the taking in of money for the purpose of providing a service. I am not satisfied that the Landlord requires those funds to be transferred in a specific way or would not be permitted to accept a form of payment that is understood to be certified funds. If the system is not currently geared to accept this form of electronic payment, some form of evidence should have been presented to show the Board why they could not accept these funds as an e-transfer; either specific documentation or having a bank/financial service representative attend the hearing to explain why the Landlord is unable to accept an e-transfer.
21. For this reason, I am satisfied that the Landlord failed to accommodate the Tenant. I am satisfied that failing to accommodate the Tenant has caused the Tenant both mental and physical anguish which would substantially interfere with the Tenant's reasonable enjoyment of their rental unit. Therefore, I am satisfied that the Landlord has breached section 22 of the Act.
22. However, I am not satisfied that the Tenant has met the burden require to prove that the Landlord harassed the Tenant. Harassment, as defined by the Code, is the engaging in a course of vexatious comment or conduct or conduct that is known or ought to be known to be unwelcome. I am not satisfied, based on the Tenant's submissions, that the Landlord harassed the Tenant. The one incident testified to in the hearing ("normal people can use the portal") was unsubstantiated, and even if this did happen once, could not be considered a "course of conduct". Furthermore, the Landlord appears to have been well-meaning in their attempt to accommodate the Tenant, however, were blind to the fact that they had a duty as well to seriously consider the Tenant's request.

Remedies

23. The Tenant is seeking the ability to pay rent by e-transfer. Pursuant to section 31(1)(f) of the Act, the Board may make any other order that it considers appropriate. In this circumstance, the Landlord has not provided sufficient reason why they cannot accept an e-transfer. Financial institutions exist to take in money. Businesses survive by taking in money. I cannot think of one reason why the Landlord could not work with their accounting firm and set up an email account for the Tenant to e-transfer rent payments.
24. The Landlord is ordered to set up an email account in which the Tenant may make e-transfer payments to starting July 1, 2026. If the Landlord fails to do so, the Tenant will be allowed to withhold rent until the Landlord acts in accordance with this order. This does not mean that the Tenant is absolved of paying rent; once the method of e-transfer is established, the Tenant is liable for any rent owed.
25. It should also be noted that the Landlord is not being ordered to allow an additional buffer for when the rent is paid. The lease agreement states that rent is due on the 1st of the month, and the Landlord has a right to the rent as of the date rent is due.
26. The Tenant is seeking \$1,963.20 in out-of-pocket expenses incurred because of the actions of the Landlord. The Tenant, in their application, states that the amount

encompasses the cost of new medications required for sleep and the need to see an additional specialist. The Tenant did not bring forward sufficient evidence to satisfy me that they had incurred these out-of-pocket expenses. No receipts or evidence of payment were presented during the hearing.

27. The Tenant is seeking \$7,500.00 in general damages. Although the term “general damages” is more consistent with a hearing in a civil court rather than an administrative tribunal, it should be noted that *Mejia v Cargini*, [2007] OJ No. 437 (“Mejia”), confirms that section 31(1)(f) of the Act may also be interpreted as a means to award compensatory damages to a tenant for pain and suffering.
28. Based on the Tenant’s submissions, I am satisfied that the Tenant experienced pain and suffering that resulted from the Landlord’s failure to accommodate the Tenant. It is not that the Landlord did not try to accommodate to a certain degree, however, the Landlord took advantage of the balance of power in the landlord/tenant relationship to dictate terms without making a fulsome consideration of what the Tenant was requesting. In essence, the Tenant was never supplied with a sufficient explanation as to why they could not accept an e-transfer other than what one could perceive as “because I said so”. The Tenant stated that they could not use the portal system. Recommending that the Tenant use the portal system that the Tenant has stated that she was unable to use due to brain injury would knowingly cause frustration. The Tenant’s brain injury magnifies these emotions, as was apparent throughout the Tenant’s testimony.
29. However, it is noted that the Landlord was willing to work with the Tenant over this period of time, and although their method and philosophy throughout the negotiation may have had its faults, it was still an attempt to resolve the problem.
30. In acknowledgement of the pain incurred by the Tenant as a result, but also the mitigating factors from the Landlord’s attempt to resolve the issue, I am satisfied that the Tenant is entitled to \$1,000.00 for pain and suffering.
31. The Tenant is seeking an administrative fine of \$10,000.00 to be paid to the LTB by the Landlord.
32. An administrative fine is issued as a deterrent to future breaches of the Act, especially if the remedy awarded to a tenant is not a sufficient deterrent on its own. I am not satisfied that an administrative fine is reasonable under the circumstances as the order should be sufficient to act as a deterrence to any future breaches of the Act.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,000.00. This amount represents compensatory damages for the pain and suffering of the Tenant as a result of the Landlord’s breach of the Act.
2. The Landlord shall pay the Tenant the full amount owing by June 14, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 14, 2026, the Landlord will owe interest. This will be simple interest calculated from June 15, 2026 at 4.00% annually on the balance outstanding.

4. If the Landlord does not pay the Tenant the full amount owing by June 15, 2026, the Tenant may recover this amount by deducting \$1,000.00 from the rent due for July 1, 2026.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.
6. By June 24, 2026, the Landlord is to provide the Tenant an email account in which the Tenant may make an e-transfer payment to for rent that comes due starting July 1, 2026. If the Landlord fails to provide an email address, the Tenant may withhold rent until an email account is provided to the Tenant.

June 3, 2026
Date Issued

Robert Brown
Vice Chair, 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.