



**Order under Subsection 87(1)
Residential Tenancies Act, 2006**

File Number: LTB-L-106056-25

In the matter of: Unit 4506, 50 CHARLES ST E
TORONTO ON M4Y0C3

Between: Tsen Mui Lee Landlord

And

Michelle Gisele Stepanova Tenants
George Alexander Stepanov

Tsen Mui Lee (the 'Landlord') applied for an order requiring Michelle Gisele Stepanova and George Alexander Stepanov (the 'Tenants') to pay the rent that the Tenant owes.

This application was heard by videoconference on June 8, 2026.

The Landlord and the Tenants attended the hearing. The Landlord was represented at the hearing by Cuiwen (Wendy) Hu.

Determinations:

1. The Tenants vacated the rental unit on April 20, 2026. The Tenants were in possession of the rental unit on the date the application was filed.
2. The Tenant did not pay the total rent they were required to pay for the period from November 20, 2024 to April 20, 2026. The Tenants agreed that the total outstanding rent is \$23,750.00. The Tenants testified that arrears date to the COVID period; however, the Landlord's application indicates that the arrears only date to 2024.
3. The parties entered into a mediated agreement on February 27, 2026 in which the Tenants agreed to an amount owing of \$24,886.00, including the filing fee, for the period up to March 19, 2026. Accordingly, the filing fee has not been awarded in this order.
4. The Tenants did not abide by the terms of the mediated agreement and the Landlord did not proceed with a Section 78 application but rather brought this matter on with notice to the Tenants.

5. During the hearing, the Tenants raised Section 82 issues. In essence, the Tenants claimed that they were forced to act as a mail forwarding service for the Landlord. They testified that numerous pieces of mail came to the home and that the Landlord instructed that they be sent to multiple addresses. On many occasions, they were told to open the letters and to take pictures or scan the contents and then to email those images to the Landlord. The Tenants testified that many of these documents were overdue payment notices and that this made them extremely fearful that they would lose their housing. They also testified that on occasion the Sheriff attended at the door to inquire about the whereabouts of the Landlord. They stated that this made them anxious and fearful and interfered with their reasonable enjoyment of the rental unit.
6. Further, the Tenants testified that throughout the tenancy, they felt themselves cast in the role of property managers in that if something in the unit such as the air conditioner or the dishwasher needed repair, they were told to take care of and to deduct the cost from their rent. There was also an occasion where some of the electrical outlets in the unit were not working and the Tenants were also responsible for getting that repaired.
7. To be clear, this rental unit is in a large condominium building and not a home on a rural lot. I have determined that the Tenants claim that they were de facto property managers to be exaggerated and without foundation. Further, in answer to questions posed by me, the Tenants admitted that they never told the Landlord that they were uncomfortable forwarding her mail or attending to maintenance issues that arise in the ordinary course of living in a property. I posed this question to the Tenants several times and each time they answered that they did not tell the Landlord even once either orally or in writing. The Tenants explained were so far behind in their rent that they were reluctant to rock the boat with the Landlord.
8. The Tenants cannot have it both ways. They cannot be substantially behind in their rent and accept the good grace of the Landlord in not evicting them and then say years later that they lived in discomfort with substantially reduced enjoyment of their housing when they did not once complain to the Landlord. Therefore, I find that the Tenants have not established that the Landlord substantially interfered with their reasonable enjoyment of the rental unit.

It is ordered that:

1. The Tenants shall pay to the Landlord \$23,750.00. This amount includes rent arrears owing up to April 20, 2026.

2. If the Tenants do not pay the Landlord the full amount owing on or before June 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 29, 2026 at 4.00% annually on the balance outstanding.

June 17, 2026
Date Issued

Christina Budweth
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.