



Amended Order
Order under Section 69 / 88.1 / 89
Residential Tenancies Act, 2006
And Section 21.1 of the Statutory Powers Procedure Act

Citation: Boschman v Abraham, 2026 ONLTB 41058

Date: 2026-06-29

File Number: LTB-L-017921-26-AM

In the matter of: UNIT 1, 13 BARONS AVE S
HAMILTON ON L8K2X8

Between: Stephen Boschman Landlords
Carrie Boschman

And

Abraham Abraham Tenants
Tanyous Tanyious Yassa

Stephen Boschman ('SB') and Carrie Boschman ('CB') (the 'Landlords') applied for an order to terminate the tenancy and evict Abraham Abraham and Tanyous Tanyious Yassa (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

The Landlords also applied for an order requiring the Tenants to pay the Landlords' reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

The Landlords also applied for an order requiring the Tenants to pay the Landlords' reasonable to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenants' conduct or that of another occupant of the rental unit or someone the Tenants permitted in the residential complex. This conduct substantially interfered with the Landlords' reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on May 21, 2026. The Landlords, Represented by Ian Shemesh, and the first-named Tenant, Represented by Hanadi Al-Zand, attended the hearing.

This amended order is issued to correct clerical errors in the order issued on June 1, 2026.

Determinations:

Preliminary Issues:

Parties to the Application

1. The Tenant's Representative raised that the Tenant named Tanyous Tanyious Yassa was not living in the rental unit.
2. The Landlord advised they were a lawful Tenant when the tenancy began.
3. In *Jemiola v. Firchuk*, [2005] O.J. No. 6085, the Divisional Court stated that the definition of "tenant" is broad and inclusive and should be broadly and liberally construed. In a joint tenancy, there is a single tenancy agreement, and the tenants are jointly and severally (individually) responsible for the tenancy including the responsibilities under the tenancy agreement.
4. As there had been no agreement between the parties to amend the lease agreement, I have not amended the application before me.

Prior Notices

5. The Tenant also submits that the Tenant had received earlier notice(s) of termination, and that this resulted in confusion.
6. The Landlord refutes this and submits into evidence a copy of correspondence addressed to the Tenant dated February 5, 2026. The letter states the Tenant should "...**DISREGARD** all previous N5 notices."
7. I am not persuaded that the Tenant was confused by the prior notices. The Landlord's correspondence was clear that the Tenant should disregard any prior notices of termination, and the Tenant was able to seek legal representation to assist him at the hearing.

N5 Notice of Termination

8. As explained below, the Landlord has proven on a balance of probabilities some of the grounds for termination of the tenancy. Therefore, the tenancy shall terminate effective June 30, 2026.

9. The Tenant was in possession of the rental unit on the date the application was filed.
10. The Tenant was required to pay the Landlord **\$4,711.98** in daily compensation for use and occupation of the rental unit for the period from February 20, 2026, to May 21, 2026, less any amounts already paid by the Tenant to the Landlords.
11. Based on the monthly rent, the daily compensation is **\$51.78**. This amount is calculated as follows: **\$1,575.00** x 12, divided by 365 days.
12. The Landlords collected a rent deposit of **\$1,440.00** from the Tenant and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of **\$24.36** is owing to the Tenant for the period from August 1, 2025, to May 21, 2026.
13. By way of background, the rental unit is a duplex with a tenant living in the rental unit in the upper portion while the Tenant occupies the lower portion.
14. On February 2, 2026, the Landlords gave the Tenant an N5 notice of termination deemed served February 10, 2026. The notice of termination alleges that the Tenant had been smoking inside the rental unit contrary to the terms of the lease, had failed to keep the rental unit in a standard of ordinary cleanliness, and had threatened the Landlords. The N5 also included a claim for damages totalling \$6,000.00.
15. However, I find that the damage claim was insufficiently pled. The N5 notice included a Schedule A which states: "Upon inspection the Landlord noticed significant damages to the rental unit and appliances with significant garbage throughout the rental unit and extreme uncleanness posing a pest / rodent issue for the entire rental complex."
16. While I find that the damage claim was insufficiently pled per the Divisional Court's findings in *Ball v Metro Capital*¹, I am satisfied that the Tenant failed to keep his rental unit in a standard of ordinary cleanliness. However, the Landlords did not reinspect the rental unit following the voiding period. Thus, I find the Tenant voided the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
17. The Landlord served a second N5 on February 26, 2026. The second N5 alleges that the Tenant sent the Landlords a threatening e-mail.
18. On February 26, 2026, the Tenant sent an e-mail message to CB, which states: "If I see you around the house, I will break your leg today or at any other time. You entered the house without my knowledge before and stole money, a chain, and a gold cross."
19. Of note, SB denies that the Landlord went inside the rental unit without having provided proper written notice and this was confirmed submitting into evidence a copy of the notice of entry. SB also denies stealing any of the Tenant's belongings.
20. The Tenant does not deny having sent the e-mail but said it was made in jest. When asked whether the Tenant would comply with future notices to enter, he said he had no problem with Stephen. When pressed further, the Tenant admitted he would not comply with lawful notices or entry by Carrie, the Landlord's wife, because he blames her for his

¹ *Ball v. Metro Capital Property*, [2002] O.J. No. 5931

being brought to the Board, stating he would determine whether or not the notice was lawful.

21. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until June 30, 2026, pursuant to subsection 83(1)(b) of the Act. The Landlord seeks a termination of the tenancy.
22. The Tenant is 57 years old. He receives disability and offsets his income with a part-time job. He has additional supports in the community who help him with his expenses.
23. I am not persuaded that a conditional order is appropriate in the circumstances. The Tenant was clear in his evidence that he will not cooperate with any efforts of CB to enforce the Landlords' lawful rights. Rather, he will decide whether or not he wishes to comply with the Landlords' lawful right to enter the rental unit in the future. Given this, I am not satisfied that the Tenant would comply with a conditional order should I order one.
24. I am of the view a short delay to June 30, 2025, so the Tenant can find alternative accommodations is appropriate; however, taking into account his personal circumstances.
25. As I have already made findings that the tenancy is no longer viable, it is unnecessary to make finding regarding the N8 notice of termination and I decline to do so.
26. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the submitted evidence and oral testimony when making my determinations.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 June 13, 2026.
4. The Tenant shall pay to the Landlord **\$4,711.98**, which represents compensation for the use of the unit from February 20, 2026 to May 21, 2026, less any amounts already paid by the Tenant to the Landlord.
5. The Tenant shall also pay the Landlord compensation of **\$51.78** per day for the use of the unit starting May 22, 2026 until the date the Tenant moves out of the unit.
6. The Landlord owes **\$1,464.36** which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.

7. The total amount the Tenant must pay the Landlord is **\$18,477.62**, less any amounts already paid by the Tenant to the Landlord.
8. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

June 29, 2026
Date Amended

Jane Dean
Member, Landlord and Tenant Board

June 1, 2026
Date Issued

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 of the Tenant expires on December 13, 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.