



Order under Section 69 Residential Tenancies Act, 2006

Citation: Lal v Wright, 2026 ONLTB 1022

Date: 2026-01-09

File Number: LTB-L-077020-25

In the matter of: Upper Level, 111 MILLER ST
TORONTO ON M6N2Z8

Between: Mohan Lal Landlord

And

Steve Wright Tenant

Mohan Lal (the 'Landlord') applied for an order to terminate the tenancy and evict Steve Wright (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

This application was heard by videoconference on October 29, 2025.

The Landlord, the Landlord's Legal Representative, Yuvraj Bhullar and the Tenant attended the hearing. The Tenant did not request to speak to Tenant Duty Counsel prior to the start of this proceeding.

Determinations:

Preliminary Issue: The Tenant cannot raise issues under Section 82 of the Act and did not provide timely disclosure

1. At the hearing the Tenant wished to raise issues pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). To this end, the Tenant provided materials to the LTB on October 20, 2025 - which were subsequently posted to the Tribunals Ontario Portal ('TOP') on October 20, 2025, however which were not served on the Landlord or the Landlord's Legal Representative prior to the hearing.
2. Uploading materials to TOP does not mean documents have been provided to another party unless there is an agreement in place and, here, there was no such agreement.

3. The Landlord's Representative objected to the Tenant being permitted to raise any issues under s. 82. The Landlord's Representative advised he did not get any materials from the Tenant and submitted it was only just prior to the hearing he was aware that the Tenant had sent materials to the Board that were subsequently posted to TOP on October 20, 2025, when he uploaded the Landlord's L1L9 update sheet after serving the Tenant on October 25, 2025, and did not have time to review and seek instructions regarding the same from the Landlord.
4. Section 82 provides a tenant may raise issues which may result in set-off against a Landlord's claims for arrears at an L1 hearing so long as the tenant provides written notice of these issues to the Landlord in advance of the hearing in accordance with the Board's rules or provide a satisfactory explanation why they could not do so.
5. Rule 19.4 of the LTB's Rules provides a tenant's written notice of their section 82 issues must be provided 7 days in advance of the hearing. Where this is not done, the LTB's Rule 19.5 provides a tenant shall not be permitted to raise their issues unless the LTB is satisfied the tenant could not comply with the requirements.
6. Similarly, Rule 19.1 of the LTB's Rules provides that all materials on which a party intends to rely at a hearing must be provided to the other party and the LTB 7 days in advance of the hearing. Rule 19.7 provides, in part, that a party who fails to comply with Rule 19 may not rely on evidence that was not properly disclosed unless ordered otherwise.
7. To comply with the section 82 and disclosure requirements the Tenant had to provide his list of section 82 issues and all materials on which they intended to rely to the Landlord on or before October 22, 2025. This was not done.
8. Absent a satisfactory explanation as to why the Tenant could not have done so, the Tenant is not able to raise his issues under s. 82. Additionally, unless ordered otherwise, the Tenant may not rely on their materials.
9. The Board's records show the Notice of Hearing – which advises parties of their disclosure obligations - and a copy of a s. 82 form was emailed and mailed to the Tenant, on September 16, 2025, and September 17, 2025. Approximately 1 ½ months prior to the hearing. Upon questioning from the Board, the Tenant acknowledged receiving and reviewing the same.
10. In the above circumstances I am not satisfied the Tenant could not have complied with the Rules. The Tenant had a period of at least 1 1/2 months to complete the s. 82 form and provide his materials to the Landlord and LTB. The s. 82 claims and disclosure were ultimately completed and uploaded to TOP and not served upon the Landlord or the Landlord's Legal Representative prior to the hearing.
11. As a result, the Tenant was not permitted to raise any issues under s. 82 of the Act and may not rely on materials they provided to the LTB on October 20, 2025. The Tenant remains free to seek legal advice and/or pursue any timely issues that may form the subject of a tenant's application under the Act.

L1 Application – Non-Payment of Rent

12. 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.
13. As of the hearing date, the Tenant was still in possession of the rental unit.
14. The lawful rent is \$1,450.00. It is due on the 1st day of each month.
15. Based on the Monthly rent, the daily rent/compensation is \$47.67. This amount is calculated as follows: $\$1,450.00 \times 12$, divided by 365 days.
16. The Tenant has not made any payments since the application was filed.
17. The rent arrears owing to October 31, 2025, are \$5,600.00.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. The Landlord collected a rent deposit of \$1,100.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
20. Interest on the rent deposit, in the amount of \$116.87 is owing to the Tenant for the period from January 22, 2021 to October 29, 2025.

L2 Application – Persistent Late Payment of Rent

21. The N8 notice cites persistent late payment of rent as the basis of termination, however the specific details list 3 instances from August 2024 to August 2025 of late payments of rent and six instances were in fact non-payment of rent. Since the N8 was served all rent has remained unpaid to the date of this proceeding.
22. Accordingly, I find that all the alleged instances of late payment are, in fact, cases of non-payment of rent. In *High Park Bayview Inc o/a Livmore High Park v Jordan* 2023 ONLTB 41530, Vice Chair Rebecca Case determined that the Board does not have jurisdiction to hear an application for persistent late payment of rent when the issue is actually non-payment. She wrote, at paragraphs 18-23:

The Legislature specifically chose to provide tenants with multiple points at which termination and eviction may be avoided when the issue is non-payment of rent ...

If the Act were interpreted as suggested by the Landlord, then the very specific choices of the Legislature to provide multiple opportunities for tenants to preserve their tenancy where they have not paid rent would be usurped.

The Landlord's interpretation would mean that where a tenant has failed to pay rent for several months the landlord could choose to deny the tenant the opportunity to avoid termination or void the notice of termination by paying the arrears of rent owing by serving the tenant an N8 Notice. Further, by filing an L2 Application for eviction based on an N8 Notice, the landlord would deny the tenant's right under section 74(11) to bring a motion to set aside an eviction order, or otherwise discontinue the application or void the eviction order earlier if full payment is made earlier.

If a landlord serves an N4 Notice under section 59 and/or brings an application for non-payment and a tenant pays all amounts owing but then subsequently fails to pay rent again and pays all amounts owing again etc., a landlord may have recourse to a non-voidable order under section 58. The difference being that the payments in issue have been made late as opposed to only non-payment. How late the payments were, how frequently the payments were late, and the surrounding circumstances are then all factors that may be considered under an application for persistent failure to pay rent on time.

In order to interpret the Act harmoniously, I find section 58 must be read as applying to situations where a payment has been made late before it gives rise to a cause for termination.

As a result, as the only allegations in issue in this application are non-payment of rent, I find the Board is without jurisdiction to hear the application and it must be dismissed.

23. While this decision is not binding on me, I find the reasoning persuasive and directly applicable to the facts of this case. Given the majority of the late payments involve non-payment of rent, the L2 portion of this application must be dismissed; proceeding otherwise would deprive the Tenant of the opportunity to remedy the arrears.

Relief from Eviction

24. 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 February 28, 2026, pursuant to subsection 83(1)(b) of the Act. This extension of time accounts for both parties' evidence in relation to their financial circumstances.
25. The Landlord's representative submitted that the parties have attempted to work out a payment plan to no avail, since the application was filed. The Tenant's evidence in relation to entering a payment plan illustrated that a payment plan would not be viable given the Tenant's current employment status, income sources and monthly expenses. The Tenant would have difficulty covering the monthly rent, their other expenses, let alone the arrears.
26. The Tenant testified to the impact an eviction would have on him and his son, explaining that they are essentially a single income family, and have significant connection to the community given the tenure of tenancy (5 years approximately) and thus the Tenant requested and extended eviction of 6 to 12 months at the date of this proceeding. The Tenant also testified to the financial challenges looking for a new home would bring.

27. In response to questioning from the Board, the Landlord's Legal Representative explained that any further delay in granting the application would be financial prejudicial to the Landlord, and that the Landlord relies on rent to pay expenses related to the rental unit.
28. Considering all of the evidence and, notwithstanding the Landlord may face some financial prejudice, I find that, pursuant to subsection 83(1)(b) of the Act that it would not be unfair to the Landlord to delay the eviction until February 28, 2026, due to the significant impact an early eviction would have on the Tenant.
29. Given the Tenant's connection to the community and financial circumstances, I am satisfied that he may experience challenges securing housing that fits his needs such that more time is required. By contrast, the Landlord, while I acknowledge may face further financial prejudice, the Landlord is holding the last month's rent deposit and after considering the totality of the circumstances I conclude that delaying eviction to February 28, 2026, is fair and appropriate.
30. The extension of time will provide the Tenant time to secure his future income sources/funds to pay the arrears or to find a new place to live for himself and family.

It is ordered that:

L1 Application – Non-Payment of Rent

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$10,136.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$11,586.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after February 28, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before February 28, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,501.56. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are

deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.

6. The Tenant shall also pay the Landlord compensation of \$47.67 per day for the use of the unit starting October 30, 2025 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 March 1, 2026.

L2 Application – Persistent Late Payment of Rent

10. The L2 Application is dismissed.

January 9, 2026
Date Issued

Panagiotis P. Roupas
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on September 1, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2026

Rent Owing To January 31, 2026	\$9,950.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$10,136.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$11,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,586.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$5,532.43
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,100.00
Less the amount of the interest on the last month's rent deposit	- \$116.87
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$4,501.56
Plus daily compensation owing for each day of occupation starting October 30, 2025	\$47.67 (per day)