



Order under Section 69 Residential Tenancies Act, 2006

Citation: DAWN v RIOUX, 2026 ONLTB 2680

Date: 2026-01-12

File Number: LTB-L-071332-25

In the matter of: APT 2, BOX 217 FYFE AVENUE
IROQUOIS FALLS ON P0K1E0

Between: GEORGE DAWN Landlord

And

MITCHELL RIOUX Tenant

GEORGE DAWN (the 'Landlord') applied for an order to terminate the tenancy and evict MITCHELL RIOUX (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 20, 2025.

The Landlord, the Landlord's Legal Representative, Susan T. McGrath, and the Tenant attended the hearing. The Tenant requested to speak to Tenant Counsel, however Duty Counsel was not available 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 had not provided materials to the LTB and the Landlord in advance of the hearing, pursuant to the Board's Rules and the Practice Direction on Evidence.
2. 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 during the hearing she was aware that the Tenant had intentions of raising these issues at the hearing.
3. 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.

4. 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.
5. 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.
6. 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 November 13, 2025. This was not done.
7. 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 they may have in their possession, as no materials were uploaded to the Board file via the Tribunals Ontario Portal (TOP).
8. 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 mailed to the Tenant on October 20, 2025. Approximately 1 month prior to the hearing.
9. 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 a month to complete the s. 82 form and provide his materials to the Landlord and LTB. The s. 82 claims and disclosure were ultimately not completed and uploaded to TOP pursuant to the Board's rules and moreover the Tenant acknowledged receiving and reviewing the Notice of Hearing.
10. As a result, the Tenant was not permitted to raise any issues under s. 82 of the Act and may not rely on materials he may have in his possession for this herein matter. 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 Determination

11. 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.
12. As of the hearing date, the Tenant was still in possession of the rental unit.
13. The lawful rent is \$800.00. It is due on the 1st day of each month.

14. Based on the Monthly rent, the daily rent/compensation is \$26.30. This amount is calculated as follows: \$800.00 x 12, divided by 365 days.
15. The Tenant has not made any payments since the application was filed.
16. The rent arrears owing to November 30, 2025, are \$24,000.00.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. There is no last month's rent deposit.
19. 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.
20. The Landlord's Legal 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, income sources and monthly expenses. The Tenants would have difficulty covering the monthly rent, their other expenses, let alone the arrears, in my opinion. Moreover, the Tenant testified that he decisively withheld paying rent to the Landlord due to issues that would be deemed section 82 issues, without bringing his own application to date, nor providing his evidence within the timelines allowable for this herein hearing. The Tenant acknowledged that he is now aware that this self-help remedy was not a prudent action.
21. The Tenant further testified that he sought at least to May 2026 (6 months) if an eviction is to be ordered given the shortage of housing in the community. The Landlord's representative submitted that the arrears are causing the Landlord financial difficulties, and that the Landlord relies on rent to pay expenses for the rental complex.
22. With respect to the Tenant's request for a lengthy extended eviction of six months, I find the Tenant's inability to pay rent would result in further prejudice to the Landlords and given the substantial amount of arrears, I do not find it appropriate to grant the extended relief from eviction sought. However, given the Tenants testimony regarding the housing shortage in the area he currently resides in, I have terminated the tenancy on the terms set out below.
23. The extension of time will provide the Tenant time to secure his future income sources/funds or to find a new place to live.
24. I have considered all the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.

25. This order contains all the reasons for decisions within it. No further reasons shall be issued.

It is ordered that:

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:**
 - \$25,786.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$26,586.00 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 \$23,912.00. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$26.30 per day for the use of the unit starting November 21, 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.

January 12, 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 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	\$25,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$25,786.00

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	\$26,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$26,586.00

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

Rent Owing To Hearing Date	\$23,726.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$23,912.00
Plus daily compensation owing for each day of occupation starting November 21, 2025	\$26.30 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	