



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Boulaftali v Bourque, 2026 ONLTB 3020

Date: 2026-01-13

File Number: LTB-L-042774-25-RV

In the matter of: 380 VERDON PVT
OTTAWA ON K1T3A3

Between: Khadija Boulaftali Landlord

And

Gabriel Bourque Tenant

Review Order

Khadija Boulaftali (the 'Landlord') applied for an order to terminate the tenancy and evict Gabriel Bourque (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-042774-25 issued on August 26, 2025.

On October 31, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On October 31, 2025, interim order LTB-L-042774-25-RV-IN was issued, staying the order issued on August 26, 2025.

A review hearing was scheduled for November 26, 2025, but was adjourned because the Tenant had technical issues connecting to the virtual hearing room.

The review request was heard by videoconference on January 5, 2026.

The Landlord's representative Ahmad Alzameli and the Tenant attended the hearing.

Determinations:

Review

1. The Tenant testified that he did not attend the hearing that occurred on August 18, 2025, because the day before the hearing he was admitted to the hospital for appendicitis. The Tenant testified that he had surgery on the hearing date. The Tenant testified that he did

not notify the Landlord or the Landlord and Tenant Board ('the Board') that he could not attend the hearing because he was thinking about his health. The Tenant provided a doctor's note that confirms he was in the hospital on the hearing date (DOC-6705251, page 9).

2. I accept the testimony of the Tenant regarding why he was absent from the hearing to be credible as it was offered in a forthright manner and there is no evidence to the contrary. While I agree with the Landlord's representative that the doctor's note provided could be more detailed, I do not think that the note is fraudulent. I accept that the Tenant was in the hospital having surgery on the hearing date. The Tenant through his testimony was able to fill in the missing details from the doctor's note, such as why he was in the hospital.
3. I do not find it negligent or unreasonable for the Tenant to not have contacted the Landlord or Board until after he was discharged from the hospital. The Tenant was dealing with an emergency medical situation.
4. When I consider that not being reasonably able to participate in the proceeding must be interpreted broadly, as stated by the Divisional Court in *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708, I find that the Tenant was not reasonably able to participate in the proceeding.
5. The request to review was granted. As such a new hearing was held regarding the Landlord's application.

Late Disclosure

6. At the hearing the Tenant sought to introduce a bank record for February 2025 that had not been previously provided to the Landlord or the Board. That evidence was not allowed for the following reasons.
7. Rule 19.1 of the Board's Rules of Procedure establishes that all evidence must be disclosed at least 7 days before the hearing. The Tenant has known since the N4 notice was served in April 2025 that the Landlord alleges that the Tenant owes rent for February 2025. Three notices of hearing have been sent to the Tenant for various hearing dates in this matter. The earliest notice of hearing was sent June 5, 2025. All the notices of hearing told the Tenant he had to disclose his evidence. The Tenant has had months to disclose his evidence but failed to do so.
8. The Tenant did not provide a reasonable explanation for failing to disclose his evidence. The Tenant testified that he did not do so because the payment was made from a business account and the payment record therefore contains extra information. The Tenant could have redacted the irrelevant information or directed the Landlord and Board to disregard it.
9. The Tenant spoke to Tenant Duty Counsel at the outset of the 1:00p.m. hearing and said that he learned that he should provide the document. This matter was not called until 4:13p.m. As such the Tenant had hours after meeting with duty counsel to disclose the document. The Tenant testified that he did not do so because he was told that the Board would provide him with an email address. That does not explain why he could not disclose the document to the Landlord earlier.

10. I find that allowing the late disclosure would be prejudicial to the Landlord as the Landlord had no time prior to the hearing to review or investigate the document.

The Application

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 \$1,500.00. It is due on the 1st day of each month.
14. Based on the Monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: $\$1,500.00 \times 12$, divided by 365 days.
15. The Landlord alleges that there is no last month's rent deposit. The Tenant initially testified that he paid one, but then later said that he didn't actually pay an amount of money but that he had an agreement with the Landlord that he would do some work for her. I found the Tenant's testimony vague and unclear in this regard and I'm not satisfied on a balance of probabilities that the parties have an agreement that the Tenant does not have to pay his last month of rent. The Tenant's testimony left me with the impression that the parties might have discussed some kind of potential agreement regarding the last month's rent but had not actually worked out the details. I say that because the Tenant said that he would offer real estate services to the Landlord but then that the Landlord is now planning on using someone else. I find that no rent deposit was paid.
16. The parties agree that the Tenant has paid all new rent that has come due since the application was filed. That amounts to \$12,000.00 paid.
17. The Tenant agrees that he owes three months of rent totaling \$4,500.00 for the months of March 2025 to May 2025. The Landlord submits that the Tenant also owes rent for February 2025 and that therefore the total arrears are \$6,000.00. The Tenant submits that he paid rent for February 2025.
18. I find the Landlord's account of the outstanding arrears to be reliable. In the materials filed with the Board the Landlord has consistently claimed that rent for February 2025 was not paid. In light of the conflicting evidence provided by the parties, I am not satisfied based on the Tenant's testimony alone that he made the February 2025 payment. That the Tenant provided conflicting testimony about the existence of a rent deposit (at first claiming one was paid and then saying it was not but there was some agreement regarding it) led me to have concerns about the Tenant's credibility. I also find it strange that the Tenant would wait months to raise with the Landlord that he made the payment when he has been aware since at least April 2025 (when the N4 notice was served) that the Landlord alleges that the payment was not made. If the Tenant had truly made the payment, it seems strange that he did not bring his payment record to the Landlord earlier. I did not find the Tenant's explanation for why he did not provide the payment record earlier to be reasonable and its unreasonableness makes me doubt its truthfulness. That the payment was allegedly made

from a business account does not explain why it could not be disclosed with irrelevant information redacted.

19. The rent arrears owing to January 31, 2026 are \$6,000.00.
20. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
21. The Tenant requests relief from eviction in the form of a repayment plan. I do not find it would be fair in the circumstances to impose a repayment plan because I'm not satisfied that the Tenant would abide by it. The parties agree that the Tenant made a payment towards the arrears recently but then the Tenant canceled it. The Tenant has been carrying the same arrears balance since May 2025. The Tenant has not made a successful payment towards the arrears in 8 months. The Tenant does not have a stable income. He testified that some months he makes nothing and some months he has deals come in and makes much more.
22. While the Tenant has been paying his new rent that comes due, the Tenant has a large outstanding arrears balance. I am not satisfied that the Tenant will pay it. In those circumstances I find that it would be unfair to deny the request for termination of the tenancy.
23. 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. The Tenant has a 14-year-old daughter who lives with him who will also be impacted by the termination of the tenancy. The Tenant testified that he has nowhere to go and does not even have money for storage. The Tenant needs time to find new living arrangements for his family.
24. While I have considered prejudice to the Landlord from a delayed termination, I find it to be minimal. The Tenant has been paying his new rent that comes due. The Tenant is already bound by a conditional order (LTB-L-105829-24 issued May 9, 2025) to pay the rent for February 2026 and there are consequences if he fails to do so. As such I do not find that delaying the termination of the tenancy will result in the arrears growing.

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:**
 - \$6,186.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$7,686.00 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 \$4,932.60. 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 \$49.32 per day for the use of the unit starting January 6, 2026 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 13, 2026

Date Issued

Amanda Kovats

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	\$18,000.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$12,000.00
Total the Tenant must pay to continue the tenancy	\$6,186.00

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	\$19,500.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$12,000.00
Total the Tenant must pay to continue the tenancy	\$7,686.00

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

Rent Owing To Hearing Date	\$16,746.60
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$12,000.00
Total amount owing to the Landlord	\$4,932.60
Plus daily compensation owing for each day of occupation starting January 6, 2026	\$49.32 (per day)