



Order under Section 69 Residential Tenancies Act, 2006

Citation: Jenab v Lavigne, 2026 ONLTB 3723

Date: 2026-01-12

File Number: LTB-L-037227-25
LTB-L-034031-25

In the matter of: Main Floor, 10 SAN ANTONIO DR
HAMILTON ON L9C5N1

Between: Arash Jenab Landlord

And

Rebecca Sandy Lavigne Tenant

Arash Jenab (the 'Landlord') applied for an order to terminate the tenancy and evict Rebecca Sandy Lavigne (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

Arash Jenab (the 'Landlord') applied for an order to terminate the tenancy and evict Rebecca Sandy Lavigne (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has willfully or negligently caused damage to the premises.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Arash Jenab (the 'Landlord') also applied for an order requiring Rebecca Sandy Lavigne (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Arash Jenab (the 'Landlord') also applied for an order requiring Rebecca Sandy Lavigne (the 'Tenant') to pay the Landlord's 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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

Arash Jenab (the 'Landlord') also applied for an order requiring Rebecca Sandy Lavigne (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on January 7, 2026.

The Landlord, the Landlord's Legal Representative Joseph Behar and the Tenant attended the hearing.

Determinations:

Preliminary Issues

Section 82 issues and the Tenant's failure to comply with the interim order

1. On September 17, 2025, the Tenant filed her own application in response to the Landlord's rent arrears (L1 application) pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'), using the LTB form.
2. On September 23, 2025, the Landlord's L1 and L2 applications came before the Board. The hearing was adjourned. By interim order issued on October 3, 2025, the LTB required the Tenant to pay the rent on time and in full beginning November 1, 2025 and until this matter is resolved or the LTB orders otherwise.
3. As set out in the order, the failure to comply with that term of the order meant that the adjudicator at this hearing could refuse to accept or consider the Tenant's evidence and submissions.
4. The Landlord's evidence is that the Tenant paid partial rent on November 1, 2025 and partial rent on December 2, 2025. The Tenant does not dispute that she did not pay the rent on January 1, 2026.
5. When asked why she disobeyed the interim order, the Tenant insisted that she neither breached the order nor intended to breach the order. She contends that the amount of the monthly rent is \$2,700.00, not \$2,836.68 as the Landlord claims in the L1 application. She paid \$2,700.00 to the Landlord on November 1, 2025 and on December 2, 2025. She seems to have misunderstood that she need not pay rent in January 2026 pending this hearing.
6. The Tenant's position is that the amount of rent charged is unlawful. However, she made no claim on the section 82 form about an unlawful rent increase. She has not otherwise filed her own tenant application to dispute the amount of rent.
7. The Landlord's Legal Representative submits that the rent charged as set out the application and confirmed in the requisite L1/L9 Update form was deemed the lawful rent until proven otherwise. He further submits that, at the September 23rd

hearing, the Tenant attended with her Legal Representative and that neither raised the issue of an unlawful rent increase, questioned the amount of rent to be paid in the interim or asked the Member to specify the amount of rent the Tenant must pay.

8. From the facts presented, it appears the Tenant believed that she was entitled to ignore the order simply because she had a dispute about the rent.
9. LTB orders are not mere suggestions to the parties. Orders are legally binding and must be complied with.
10. The failure to comply with an LTB order undermines the authority of the LTB. To that end, the LTB must uphold and enforce its orders.
11. If the Board does not enforce its orders, this signals to the parties that compliance is optional. Additionally, for the party who benefits from the interim order terms - in this case the Landlord - the other party's failure to comply and a failure of the LTB to enforce consequences may support the contention that an injustice has occurred.
12. The condition in the order stating that I may refuse to accept the Tenant's evidence and submissions if the payment condition is breached gives me the discretion to refuse to accept the Tenant's evidence and submissions in response to the applications, including the Tenant's section 82 issues.
13. I find that the Tenant breached the interim order without reasonable explanation.
14. For the foregoing reasons, I declined to hear or consider the Tenant's evidence and submissions, with the exception of permitting submissions relating to relief from eviction under section 83 of the Act.
15. As I explained to the parties, the decision is without prejudice to the Tenant's right to file a separate tenant application raising her own claims and to seek remedies for the Landlord's alleged breaches of the Act which are still within the relevant limitation period.
16. The Tenant was referred to the LTB's accessible online platform should she choose to file her own application(s). She was also referred to Legal Aid Ontario for legal advice and informed that the LTB will have helpful information on the LTB website and through contact with LTB customer service.

Amendment to the Applications: The Tenant's Consumer Proposal

17. There is no dispute that the Tenant filed a consumer proposal under the *Bankruptcy and Insolvency Act* (the 'BIA') on October 24, 2025.
18. As a result of BIA sections 66.34 and 69.2(1), the tenancy cannot be terminated for the failure to pay the rent, utilities costs or compensation for damages prior to the filing of the consumer proposal.

19. That means that an L1 or L2 application which includes a provable claim for rent or utilities owed or compensation for damages caused is automatically stayed if the application was filed before the date the consumer proposal was filed.
20. The landlord must obtain permission from the Superior Court to commence or continue a proceeding that has been stayed.
21. The Divisional Court in *Edward v. Niagara Neighbourhood Housing Co-Operative Inc.*, [2006 CanLII 16485](#) stands for the proposition that a landlord may amend an application after it is filed to seek only rent, utilities and compensation for damage that became owing *after* the bankruptcy or consumer proposal filing date. That is because these are not claims provable in bankruptcy.
22. In practical terms: (a) a tenant who files a consumer proposal must still pay the rent and utilities costs¹ incurred *after* the proposal is filed, and (b) the LTB can terminate a tenancy and evict the tenant based on the tenant's failure to pay what the tenant owes *after* the consumer proposal is filed. It also means that the landlord can request to amend the applications to recoup post-filing arrears and to seek a termination of the tenancy and eviction.
23. At the hearing, the Landlord's Legal Representative properly requested, and I permitted, an amendment to the L1 application to claim rent arrears only for the period commencing on November 1, 2025 as accords with the statutory stay.

Withdrawal of the L2 application

24. The Landlord chose to withdraw the L2 application on a 'without prejudice' basis at the hearing.
25. In other words, the application is not dismissed by the Board on its merits. When an application is withdrawn 'without prejudice', the effect is a procedural pause which allows the party the right to pursue the claim again, for example, after correcting errors or by filing a new or amended application.

L1 application

26. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day the application was filed.
27. As of the hearing date, the Tenant was still in possession of the rental unit.
28. The lawful rent is \$2,836.68 as of November 1, 2025. It is due on the 1st day of each month.
29. The Tenant has paid \$5,400.00 to the Landlord since the application was filed.
30. The rent arrears owing from November 1, 2025 to January 31, 2026 are \$3,110.04.

¹ If the cost of utilities is the Tenant's responsibility under the tenancy agreement.

31. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

32. Accordingly, the total amount the Tenant owes the Landlord is \$3,296.04.

Relief from eviction

33. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

34. The Tenant is the sole caregiving parent of a 9 yr. old child. Her mother is a significant support to her and attended the hearing to be at her side.

35. She is receiving employment long-term disability benefits. Given particular notices she recently received from the insurer, she is uncertain about her ability to return to work or if an extension of the disability period is available.

36. She testified that in the spring of 2025 she applied for rent arrears assistance from the Hamilton Housing Help Centre (the 'HHHC'). She stated that the application was unsuccessful because the Landlord's Legal Representative at the time declined to provide assurance to HHHC that the Landlord was willing to preserve the tenancy and would not proceed to evict under the circumstances.²

37. I am satisfied that the Tenant has demonstrated a good faith intent to make her best effort to preserve the tenancy. Without doubt, she is currently facing difficult, situational challenges which make her vulnerable to becoming homeless.

38. The Landlord objects to a payment plan, or at least to an extended payment plan.

39. However, I find that the amount of arrears is not so substantial as to cause the Landlord extraordinary hardship and prejudice if a payment plan is ordered. To support this conclusion, no evidence was led to establish that the Landlord is experiencing compelling, serious financial distress.

40. There is no evidence to show that the Tenant is refusing to pay the rent or has otherwise demonstrated a troubling disregard for her obligations under the Act.

41. For the reasons above, I am satisfied that a conditional order setting out a reasonable payment plan is appropriate in all the circumstances.

It is ordered that:

1. The L2 application is dismissed as withdrawn, without prejudice.

² As commentary, given that the Landlord is no longer seeking termination of the tenancy based on the Tenant's conduct at this time, the Landlord ought to consider whether it would be fair, and would ultimately benefit him, to collaborate with the HHHC or other agency should the Tenant file a new application for rent arrears assistance.

2. The L1 application for arrears to October 24, 2025 is stayed until the earlier of:
(a) the restrictions imposed by sections 69.2 and 66.34 of the BIA ceasing to apply; or (b) an order being made by the Ontario Superior Court of Justice permitting the application to proceed.
3. The L1 application is amended to define the period of rent arrears claimed as commencing on November 1, 2025.
4. Subject to further LTB order or a valid notice of rent increase, the monthly rent as of November 1, 2025 is \$2,836.68.
5. The Tenant shall pay to the Landlord \$3,296.04 for arrears of rent for the period November 1, 2025 to January 31, 2026 and costs.
6. The Tenant shall pay to the Landlord the amount set out in paragraph 5 in accordance with the following schedule:
 - (a) \$100.00 beginning on February 20, 2026, and \$100.00 on the 20th of every month thereafter for 32 months until September 20, 2028, and
 - (b) a final payment of \$96.04 on October 20, 2028.
7. The Tenant shall also pay to the Landlord rent on time and in full as it comes due and owing for the period February 1, 2026 to October 1, 2028 or until the arrears are paid in full, whichever date is earliest.
8. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 5 of this order shall become immediately due and owing.
9. If the Tenant fails to make any one of the payments in accordance with this order, the Landlord may, **without notice to the Tenant**, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

January 12, 2026
Date Issued

Elle Venhola
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.