



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-075026-25

In the matter of: 141 SPADINA AVE
SAULT STE. MARIE ON P6C5C6

Between: Anthony Erb Landlord

And

Ryan Williams Tenant

Anthony Erb (the 'Landlord') applied for an order to terminate the tenancy and evict Ryan Williams (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 13, 2025.

The Landlord Anthony Erb and the Tenant Ryan Williams attended the hearing.

Determinations:

Tenant's request to raise tenant's rights issues

1. At the hearing, the Tenant requested to raise issues related to tenant's rights pursuant to section 82 of the Residential Tenancies Act, 2006, S.O. 2006, c.17 (the 'Act'), which provides that at a hearing of a Landlord's application for non-payment of rent and which requests eviction of a tenant, a Tenant may raise any issue that could otherwise be the subject of a Tenant's application.
2. However, the Act and the Board's Rules of Procedure (the Rules) also require that the Tenant either give written notice to the Landlord and the Board at least 7 days before the hearing, along with copies of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing, or give an explanation satisfactory to the Board explaining why they could not comply with those requirements. The Rules further provide that where a Tenant fails to meet the requirements outlined above, the Tenant shall not be permitted to raise issues under sections 82(1) or 87(2) of the Act.

3. It was uncontested that the Tenant failed to notify either the Landlord or the Board of their intent to raise issues under section 82 of the Act in writing at least 7 days prior to the hearing. Further, the Tenant failed to provide any satisfactory reason as to why they could not comply with those requirements. Accordingly, I denied the Tenant's request.

The Landlord's application for rent arrears

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$1,000.00. It is due on the Friday of every second week.
7. Based on the Bi-Weekly rent, the daily rent/compensation is \$71.23. This amount is calculated as follows: \$1,000.00 x 26, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to November 14, 2025, are \$12,000.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.

Relief from eviction

12. The Tenant requested that eviction be refused on the basis that the rental unit is uninhabitable due to alleged electrical, plumbing, heating, safety, and building code issues, and alleged illegal entries by the Landlord. The Tenant submitted that these conditions made the unit unsafe for children and unsuitable for use as a workspace.
13. The Tenant did not provide sufficient credible evidence to establish that the Landlord committed a serious or ongoing breach of maintenance obligations. The Tenant did not file any inspection reports, work orders, photographs, written notices to the Landlord, or orders from a municipality or other authority confirming the existence of unresolved deficiencies. While the Tenant referred to a city inspection regarding electrical concerns, no documentation or testimony was provided to substantiate that claim or to show that any identified issues remained outstanding.
14. With respect to plumbing and heating, the Tenant described issues such as a slow-draining bathtub, furnace vents that do not service certain areas, and odours in the basement. The Tenant did not provide evidence that these issues rendered the unit uninhabitable or that the Landlord failed to respond after being given notice. Minor or intermittent maintenance concerns, without supporting evidence, do not rise to the level required to justify refusing eviction in a rent arrears application.

15. The Tenant also alleged illegal entries by the Landlord but was unable to provide details, dates, or evidence demonstrating a serious or ongoing breach. The Tenant acknowledged that the Landlord had a right to be present at the rental unit and did not establish that any entries were unlawful or conducted in a manner that would warrant relief from eviction.
16. In my view, the Tenant's allegations, taken individually or cumulatively, do not establish a serious breach of the Landlord's obligations or a causal connection between the alleged conditions and the Tenant's failure to pay rent. The appropriate forum to address disputed maintenance or entry issues is a separate tenant application supported by evidence.
17. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant has not proven a serious breach of the Landlord's obligations that would justify relief from eviction in this proceeding.

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:**
 - \$18,186.00 if the payment is made on or before February 1, 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 1, 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 1, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,186.00. 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 \$71.23 per day for the use of the unit starting November 14, 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 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 2, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 1, 2026, then starting February 2, 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 February 2, 2026.

January 21, 2026

Date Issued

Kyle Anderson

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 August 2, 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 February 1, 2026

Rent Owing To February 1, 2026	\$18,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$18,186.00

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

Rent Owing To Hearing Date	\$12,000.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$12,186.00
Plus daily compensation owing for each day of occupation starting November 14, 2025	\$71.23 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	