



Order under Section 69 Residential Tenancies Act, 2006

Citation: Imtradex Corp v Paris, 2026 ONLTB 5753

Date: 2026-01-15

File Number: LTB-L-085505-23

In the matter of: 11, 779 EGLINTON AVE W
TORONTO ON M5N1E1

Between: Imtradex Corp Landlord
Jean Pierre Bauer

And

Kizzy Paris Tenant

Imtradex Corp and Jean Pierre Bauer (the 'Landlord') applied for an order to terminate the tenancy and evict Kizzy Paris (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 25, 2024, May 21, 2024, November 19, 2025, and December 5, 2025.

The Landlord Jean Pierre Bauer, the Landlord's Legal Representative Dan Schofield, and the Tenant Kizzy Paris attended the hearing.

Procedural Fairness:

1. The Tenant raised the issue of procedural unfairness during the hearing. As such, it is necessary to outline the efforts made to ensure the Tenant could participate fairly.

March 25, 2024, hearing

2. At the first hearing on March 25, 2024, the Tenant requested an adjournment, submitting that she was recovering from being assaulted and was unable to obtain legal representation before the hearing. The Tenant uploaded evidence to the Tribunals Ontario Portal ('TOP') only three days before the hearing for issues she intended to raise under section 82 of the *Residential Tenancies Act* (2006) (the 'Act').
3. The adjournment was granted despite the lack of medical documentation, to ensure the Tenant could be prepared for the hearing and for her to properly submit her section 82 claims, and for the Landlord to be able to respond appropriately. Due to the Tenant's late submission of evidence, an interim order was issued setting disclosure deadlines. To reduce prejudice to the Landlord due to the delay, the interim order required the Tenant to pay the ongoing rent until the matter was fully and finally resolved.

May 21, 2024, hearing

4. The Tenant was able to submit her section 82 issues and evidence in accordance with the interim order. However, she also submitted a Property Standards and Maintenance By-law Report on the adjourned hearing date, May 21, 2024. The Landlord objected to the Tenant's late submission, but I permitted it as potential evidence as it was relevant to the issues to be determined.
5. The May 21, 2024, hearing was adjourned due to scheduling overflow. To prevent further late submissions which could cause delays, an endorsement was issued on September 24, 2024. The endorsement limited the evidence to be presented at the next hearing to the items submitted in accordance with the interim order, the by-law report, and any response to the report the Landlord submitted by October 8, 2024.

November 19, 2025, hearing

6. At the hearing on November 19, 2025, the Tenant requested an adjournment until March 2026, submitting that her daughter was struggling with mental health, that she started paying down the arrears since the last hearing, and that she needed more time to stabilize the household.
7. Pursuant to section 21 of the *Statutory Powers Procedure Act*, RSO 1990, c S.22, an adjournment will only be granted by the Board if it is required to permit an adequate hearing to be held.
8. Section 183 of the Act requires that the Board "adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter."
9. The Board's Interpretation Guideline 1: Adjourning and Rescheduling Hearings states "Where the Member is satisfied that the party has received sufficient notice of the hearing and has been provided with an adequate opportunity to prepare their evidence and submissions, summons witnesses and obtain counsel ahead of the hearing date, an adjournment is not usually granted unless there are exceptional circumstances."
10. Based on the Tenant's submissions, I was not satisfied that an adjournment was required to permit an adequate hearing to be held. The Tenant made submissions regarding her personal circumstances, but did not explain why she could not participate in the hearing as scheduled. From May 21, 2024, to November 19, 2025, the Tenant had 18 months to prepare for the hearing. I was not satisfied that the Tenant could not prepare for the hearing in that significant amount of time, or that there were exceptional circumstances necessitating an adjournment. Therefore, the adjournment request was denied.
11. At the November 19, 2025, hearing, evidence was heard about the rent arrears and the parties' circumstances under section 83 of the Act. The Landlord objected to the Board hearing the Tenant's issues under section 82 of the Act as the Tenant failed to comply with the interim order requiring payment of the ongoing rent.

12. It was undisputed that the Tenant paid the rent in full each month since the May 21, 2024, hearing, except for October and November 2025, which were missed. The Tenant submitted that her daughter had returned home in September 2025 and was struggling with mental health, and that the Tenant needed to prioritize her daughter's health. The Tenant explained that she was wrongfully dismissed from her work in July 2025 but had since applied for various supports.
13. Given the Tenant's history of compliance with the interim order, I found it unfair to refuse to hear the Tenant's section 82 issues due to her failure to pay the October and November 2025 rent. The arrears had only slightly increased since the previous hearing, and I did not find it prejudicial to the Landlord to proceed. When the time came for the Tenant to present her section 82 issues, she was unable to find her list of claims for 40 minutes. I found it unfair to refuse to hear the Tenant's section 82 issues due to technical difficulties, so the matter was adjourned due to insufficient time left in the hearing block.
14. The matter was adjourned to a date both parties were available. The Tenant was reminded to pay her rent in full on or before December 1, 2025, or her section 82 issues would not proceed at the next hearing. The Tenant was reminded that she must be prepared to present her case and be able to find her documents to show to the Board during the hearing. The parties were reminded that the only issues to be discussed at the next hearing were the ones listed on the document submitted by the Tenant on May 9, 2024, DOC-3307267. The parties were reminded that no new evidence will be permitted, as the September 24, 2024, endorsement was still in effect.

December 5, 2025, hearing

15. At the start of the December 5, 2025, hearing, the parties were reminded that this was an adjourned hearing which was already completed in part. The parties were reminded of the scope of the hearing, namely that it was for the Tenant's section 82 issues, which were listed in DOC-3307267.
16. The Landlord's Representative raised a preliminary issue that the Tenant had filed her own T2 application, LTB-T-100040-25, on November 28, 2025, which contained the same claims as the section 82 issues the Tenant intended to raise at the hearing for the L1 application. I explained the doctrine of *res judicata* and gave the Tenant time to decide if she wanted to proceed under section 82 of the Act, or on her own application. The Tenant chose to proceed under section 82 of the Act.
17. The Tenant asked about the hearing procedure, which was explained. Due to the Tenant's lack of preparedness at the November 19, 2025, hearing, and inefficient use of hearing time, I found it necessary to impose time limits at the December 5, 2025, to ensure the matter would be completed. Both parties were allotted one hour for direct testimony, 30 minutes for cross-examination, and 10 minutes for closing statements.
18. The Tenant requested not to be interrupted when providing her testimony as an accommodation for her mental health. The Tenant was provided one hour of largely uninterrupted hearing time to present her case.

19. During that time, the Tenant started by submitting that the requirement for her to pay rent in full by December 1, 2025, was discriminatory as she relies on social assistance for income. Paying rent is a basic contractual obligation of a tenancy agreement, not a suggestion. Requiring a landlord to accommodate a tenant by not requiring rent to be paid rises to the level of undue hardship. The Tenant also made submissions regarding the unfairness of her adjournment request being denied at the November 19, 2025, hearing.
20. I reminded the Tenant that I was aware of what happened at the last hearing and suggested that she could be using her time more effectively by focusing on the issues she submitted under section 82. Despite this, the Tenant continued her submissions regarding the unfairness of the proceedings.
21. The Tenant continued by testifying regarding her personal circumstances, which had already been heard in detail at the November 19, 2025, hearing. I reminded the Tenant that these issues were heard, that the evidence previously presented would be considered, and that she could be using her time more effectively by focusing on the issues she submitted under section 82. Despite this, the Tenant continued her submissions regarding her personal circumstances.
22. The Tenant testified regarding privacy violations which were not explicitly identified on her list of section 82 issues. After looking through the issues list, the Tenant was able to find two events – September 1, 2023, and September 2, 2024 – which did relate to the general issue she raised. This evidence was heard. When the Tenant referred to a medical letter submitted in TOP, I asked if she wanted to present it, and admitted the document as evidence. The Tenant did not present any other documents.
23. During closing statements, the Tenant used the entirety of her time without stating what she was seeking. Once her allotted time ended, I made sure to ask what the Tenant was requesting.
24. Each part of the hearing process was explained. The Tenant was provided every opportunity to present her section 82 issues despite late evidence submissions, a failure to comply with the interim order for ongoing rent on time, and a lack of preparedness. The Tenant attended a total of four hearing blocks for this application and had the benefit of seeing how other hearings were conducted prior to presenting her section 82 issues. Despite all of these accommodations, the Tenant failed to present any of the issues she identified on her list of claims except for two incidents, which were prompted by me.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,562.78. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$51.38. This amount is calculated as follows: $\$1,562.78 \times 12$, divided by 365 days.
5. The Tenant has paid \$31,932.11 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2025, are \$10,991.74.
7. The Landlord collected a rent deposit of \$1,400.00 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.
8. Interest on the rent deposit, in the amount of \$229.85 is owing to the Tenant for the period from March 1, 2017, to December 5, 2025.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Section 82 – Limitation Period

1. At each hearing, the Tenant submitted that issues raised under section 82 of the Act did not have a limitation period, and that the Board should consider the Landlord's pattern of conduct throughout the 7+ years of the tenancy. The Tenant stated that she had case law which confirmed her position, but did not name or present any authorities. For the following reasons, I disagree.
2. The Tenant raised a number of issues under section 82 of the Act, which can be summarized as lack of maintenance, substantial interference with reasonable enjoyment, and harassment. An application to the Board claiming such issues is made under section 29(1) of the Act. Therefore, the limitation period set out in subsection 29(2) applies, stating "No application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred."
3. An application is fundamentally a statement of issues and a request for relief. In order to consider an application "filed", there must be a proactive step taken by the party raising the issue. Similarly, when a tenant raises issues under section 82(1), they must give the Landlord notice of their intention to raise these issues at the hearing pursuant to subsection 82(2). In my view, the one-year limitation period applies, as raising issues under section 82(1) of the Act is functionally equivalent to filing an application under section 29(1). The limitation period runs from the date the Tenant gives the Landlord notice under subsection 82(2). Landlords do not disclose tenant issues on their application when filing, so the responsibility rests with tenants to raise their issues in a timely manner.
4. In this case, the Tenant first disclosed her section 82(1) issues on May 8, 2024, with a revised list submitted on May 9, 2024, which included a request for remedies. Therefore, only events occurring on or after May 9, 2023, are considered in this order.

Section 82 – Tenant Issues

5. The Tenant made vague statements regarding the Landlord's bad faith, the Landlord making false accusations against her, failing to address her maintenance requests,

circulating her personal information to other tenants, coercion, and harassment. However, the Tenant did not provide dates or details regarding any specific events which would support such findings. The Tenant testified about events which happened in the first year of the tenancy, which were past the limitation period. The Tenant also testified regarding events that occurred in November 2025, which were not included on the Tenant's list of issues submitted on May 8, 2024. As such, these claims were not considered.

Harassment by eviction notices

6. The Tenant testified that the Landlord gave her three eviction notices: one each in August, September, and October 2023, submitting that the Landlord had harassed her by doing so. The Tenant also stated that the Landlord immediately gave her an eviction notice after half a month of rent had not been paid after she had gone through a traumatic incident. The Tenant claimed that the Landlord's N4 Notice was given in bad faith as it was served while the Tenant was in a disability crisis.
7. The Tenant did not provide the three eviction notices as evidence. However, I am satisfied, on a balance of probabilities, that they were served, as the Landlord could not recall any details about the notices.
8. The N4 Notice which forms the basis of this application claimed that the Tenant failed to pay rent for the month of September 2023. The Tenant did not dispute the amount of arrears in the notice or on the application. Therefore, the Landlord was entitled to serve the N4 Notice in September 2023.
9. As explained earlier, paying rent is a basic contractual obligation of a tenancy agreement. Requiring a landlord to accommodate a tenant by not requiring rent to be paid rises to the level of undue hardship. Section 59 of the Act gives landlords the right to serve a notice of termination if a tenant fails to pay rent. Considering the Tenant's own admission that a notice of termination was served after she failed to pay partial rent, I am satisfied that the Landlord was entitled to serve an eviction notice for non-payment of rent for that month. The Landlord did not discriminate against the Tenant by asserting his legal rights.
10. I am not satisfied that three non-payment of rent notices served rises to the level of substantial interference with reasonable enjoyment or harassment. Therefore, this claim is dismissed.

September 1, 2023

11. The Tenant testified that, on September 1, 2023, someone came to the door of the rental unit and inserted a key in the door as if they were about to enter. The Tenant was in the living room and screamed. The person at the door ran away. The Tenant then called the Landlord, who said it was an agent who came by to test the key. No notice of entry was provided. The Tenant was concerned about the Landlord doing this regularly, as the locks had to be changed multiple times throughout the tenancy.
12. The Landlord testified that he attended the unit once to test a new key, as the Tenant had changed the locks multiple times. The Landlord inserted the key and turned it without

entering the unit. He stated that the Tenant opened the door and saw him walking away. The Tenant disputed seeing the Landlord that day.

13. I am satisfied, on a balance of probabilities, that the Landlord attended the unit to test a new key without giving the Tenant notice. I do not find this to be an illegal entry into the unit, as the Landlord did not actually open the door or step foot inside. However, I do find that the Landlord's actions interfered with the Tenant's reasonable enjoyment of the unit, given the discomfort she experienced and the history of lock changes. I find a rent abatement of \$50.00 to be appropriate in the circumstances.

September 2, 2024

14. The Tenant testified that, on September 2, 2024, she was in Montreal at a family function when the Landlord e-mailed her that someone had broken into the unit. According to the Tenant, the Landlord had found out about the break in because they had a repairman attend the unit without notice to the Tenant. The Tenant requested the Landlord to repair the lock, however he refused. The Tenant had to return home from Montreal immediately to secure the unit and was able to get the lock changed that same day.
15. The Landlord testified that he was painting the hallway outside the unit when he saw that the rental unit door lock had been drilled, with broken bits on the floor. The Landlord explained that he did not secure the door that day because he did not have a locksmith who could do the work. According to the Landlord, the Tenant hired someone to change the lock and paid for the work herself.
16. At the hearing, the above evidence was heard. However, after the hearing, it became clear that this incident could not have occurred on September 2, 2024, as alleged, as the section 82 list was filed earlier, on May 8, 2024. Given the inconsistency regarding the date of the incident, I do not find it appropriate to award a remedy, as it was unclear whether the incident occurred within the limitation period.

Section 83 – Mandatory Relief from Eviction

17. The Tenant submitted that the Landlord's application was retaliatory, asking questions to the Landlord in cross-examination regarding e-mail communications between him and his legal representative at the time. The Tenant stated that, in the e-mail, the Landlord was looking for any way to evict the Tenant as he believed she was causing various problems in the unit.
18. Even if I accept that this e-mail exists with the content the Tenant stated, I am not satisfied that the application is retaliatory. Landlords are entitled to give notices of termination to tenants if they believe the tenant is interfering with other tenants, or the landlord's lawful rights. It is then for the Board to determine the validity of the allegations. The N4 Notice in the file claimed that the Tenant failed to pay rent for the month of September 2023. The Tenant did not dispute the amount of arrears in the notice or on the application. Therefore, the Landlord was entitled to serve the N4 Notice in September 2023.
19. If this were a "no fault" eviction, claiming that the landlord required the unit for his own residential occupation, then the Landlord's good or bad faith would be the main issue to be

determined. However, here, the Tenant is at fault, because she failed to pay rent, which is a breach of the tenancy agreement. Regardless of whether the Landlord had other motives to evict the Tenant, this does not erase the Tenant's own actions of breaching the tenancy agreement. Therefore, the Landlord was entitled to file an application for eviction based on non-payment of rent.

20. Moreover, the Tenant did not testify about any efforts she made to enforce her legal rights in the months preceding the service of the N4 Notice. It is therefore unclear what the Landlord would be retaliating against. I am therefore not satisfied that mandatory relief from eviction under section 83(3)(c) of the Act is warranted.
21. The Landlord testified that the Tenant had complained about her stove not working in November 2025, but when the Landlord attempted to schedule an inspection, the Tenant postponed it, saying the issue was not urgent. There was insufficient information provided to determine that there was an ongoing and serious issue with the stove as of the hearing date. I am therefore not satisfied that mandatory relief from eviction under section 83(3)(c) of the Act is warranted.

Section 83 – Discretionary Relief from Eviction

22. The Tenant testified that she initially fell into arrears due to PTSD after being in a traumatic incident but has paid her rent in full for the past nine years of the tenancy. The Tenant is an Indigenous single mother. Both she and her daughter struggle with mental health. The Tenant stated that she was wrongfully dismissed from her job in July 2025, so she and her daughter now rely on social assistance for income.
23. The Tenant explained that her daughter had moved back in with her in September 2025. The Tenant was unable to pay the rent for October and November 2025, as she was prioritizing her daughter's mental health and applying for social assistance. The Tenant requested relief from eviction in the form of a repayment plan starting in March 2026, stating that she needs time to stabilize her household before repaying the arrears.
24. The Landlord testified that he relies on the rent to pay for the mortgage on the property and is experiencing health and financial difficulties due to the substantial arrears. His savings have been reduced and he has had to borrow money to maintain his financial obligations. Despite this, the Landlord was not opposed to a short postponement of the eviction.
25. Having reviewed the Tenant's income and expenses, I find that she does not have the financial capacity to repay the arrears within a reasonable time. Therefore, the tenancy must be terminated.
26. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, I find that it would not be unfair to postpone the eviction until February 28, 2026, pursuant to subsection 83(1)(b) of the Act.

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:

- \$12,690.52 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$14,253.30 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 \$8,192.01. 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 and the rent abatement/rebate awarded to the Tenant 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 \$51.38 per day for the use of the unit starting December 6, 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 15, 2026
Date Issued

Kate Sinipostolova
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	\$44,486.63
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$31,932.11
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$50.00
Total the Tenant must pay to continue the tenancy	\$12,690.52

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	\$46,049.41
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$31,932.11
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$50.00
Total the Tenant must pay to continue the tenancy	\$14,253.30

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

Rent Owing To Hearing Date	\$41,617.97
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$31,932.11
Less the amount of the last month's rent deposit	- \$1,400.00
Less the amount of the interest on the last month's rent deposit	- \$229.85
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$50.00
Total amount owing to the Landlord	\$8,192.01
Plus daily compensation owing for each day of occupation starting December 6, 2025	\$51.38 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	