



**Order under Subsection 87(1)  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-089525-25

**In the matter of:** 104, 5795 YONGE ST  
NORTH YORK ON M2M 4J3

**Between:** Toan Nguyen Landlord

**and**

Kelvin Bramble Tenants  
Sanura Daniel

Toan Nguyen (the 'Landlord') applied for an order to terminate the tenancy and evict Kelvin Bramble and Sanura Daniel (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 16, 2025.

The Landlord and his representative, Naseer Ahmed, and the Tenant, Sanura Daniel, attended the hearing on her behalf and on behalf of the other Tenant.

**Determinations:**

*Section 82 issues*

1. The Tenant, Sanura Daniel, requested to raise maintenance issues at the hearing. She complained about a flood and water damage in the unit.
2. Rule 19.4 of the Board's Rules of Procedure provides that a Tenant who wishes to raise s.82 issues at a hearing must serve the Landlord and file with the Board a list of their issues as well as their supporting evidence at least seven days before the hearing.
3. Rule 19.5 provides that a Tenant who fails to comply with s.19.4 shall not be permitted to raise these issues at the hearing unless the Board is satisfied that they could not comply.
4. In this case, the Tenant did not comply with the s.82 disclosure requirements set out in the Act and the Board's rules. The Tenant stated that she did not submit her maintenance issues to the Board and to the Landlord in advance of this hearing because she was not aware of the Board's procedures.

5. The Tenant had advance notice of this hearing and ample opportunity to provide disclosure of her s. 82 issues but she did not, and did not provide a reasonable explanation for this failure. For this reason, I did not hear any evidence or submission with respect to the Tenant's s.82 issues.

*Landlord's application and section 12*

6. The Landlord claims the Tenants owe rent arrears of \$10,600.00 for the period September 15, 2025 to December 14, 2025.
7. The Tenant disputed the amount of arrears for two reasons. First, she wanted to raise maintenance issues. Second, she indicated that the amount of the arrears should be lower because she had instructed ODSP to mail payment to the Landlord.
8. I have addressed the Tenant's first reason above. With respect to the Tenant's submission that the arrears should be reduced because she instructed ODSP to mail payments to the Landlord, I asked the Landlord whether he had received any payment from ODSP and he testified that he had not.
9. I asked the Tenant whether she had confirmation from ODSP that the payment had been issued or deposited, she indicated that she did not have any such confirmation. I then asked the Tenant where the payment was sent, and she stated that it was mailed to the rental unit's mailbox.
10. Upon review of the lease agreement, the address of the Landlord is the same as the rental property. I requested submissions from the Landlord's representative regarding section 12 of the *Residential Tenancies Act, 2006* (the 'Act').
11. Subsections 12(1) and 12(4)(5) provide:

12 (1) Every written tenancy agreement entered into on or after June 17, 1998 shall set out the legal name and address of the landlord to be used for the purpose of giving notices or other documents under this Act. 2006, c. 17, s. 12 (1).

*Failure to comply*

- (4) Until a landlord has complied with subsections (1) and (2), or with subsection (3), as the case may be,
- (a) the tenant's obligation to pay rent is suspended; and
  - (b) the landlord shall not require the tenant to pay rent. 2006, c. 17, s. 12 (4).

*After compliance*

- (5) After the landlord has complied with subsections (1) and (2), or with subsection (3), as the case may be, the landlord may require the tenant to pay any rent withheld by the tenant under subsection (4). 2006, c. 17, s. 12 (5)

12. In this case, the Landlord's legal address was disclosed on the L1 Application filed on October 23, 2025. The Tenant confirmed at the hearing that she received and had a copy of the L1 Application. I am therefore satisfied that, as of the filing of the L1 Application, the Tenant was properly informed of the Landlord's address for the purpose of giving notices or other documents as required by s.12(1).

13. The Landlord is not entitled to an eviction order because the N4 Notice was invalid when served on October 4, 2025, because the Landlord had not, as of that date, complied with their obligation under subsection 12(1) of the Act to provide an address for service of documents. However, subsection 12(5) permits the Landlord to seek payment of rent withheld once the address is provided. I find that in this case the Landlord is therefore entitled to seek an order for rent arrears, but not eviction.
14. The Landlord sought an arrears order at the hearing.
15. In the absence of evidence that ODSP payment was received by the Landlord, I find that rent arrears claimed by the Landlord remain owing.
16. As of the hearing date, the Tenants were still in possession of the rental unit.
17. The Tenants did not pay the total rent they were required to pay for the period from September 15, 2025 to January 14, 2026.
18. The lawful rent is \$2,950.00. It is due on the 15th day of each month.
19. The Tenants have paid \$1,200.00 to the Landlord after the application was filed. The rent arrears owing to January 14, 2026 are \$10,600.00.
20. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$10,786.00. This amount includes rent arrears owing up to January 14, 2026 and the cost of the application.
2. 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.

**January 21, 2026**

**Date Issued**

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Adeela Alvez

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor  
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.