



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-094564-25

In the matter of: 120 PRINCE ALBERT ST
CORNWALL ON K6H1J5

Between: Geraldine Proulx Landlord

And

Matthieu Michel Lafontaine Tenant

Geraldine Proulx (the 'Landlord') applied for an order to terminate the tenancy and evict Matthieu Michel Lafontaine (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 21, 2026.

The Landlord's legal representative, M. Beaupre and the Tenant attended the hearing.

Determinations:

Preliminary Issue- Sec. 82

1. The Tenant uploaded numerous documents to the portal between January 19 2026 and January 20, 2026 pertaining to issues to be raised at the hearing pursuant to section 82 of the Act. The documents were not sent to the Landlord, and there was no section 82 issues list included, or any other document that laid out issues the Tenant intends to raise at the hearing.
2. Section 82 provides a tenant may raise issues which may result in set-off against a Landlord's claims for arrears at an L1 hearing so long as the tenant provides written notice of these issues to the Landlord in advance of the hearing in accordance with the Board's rules or provide a satisfactory explanation why they could not do so.
3. Rule 19.4 of the LTB's Rules provides a tenant's written notice of their section 82 issues must be provided 7 days in advance of the hearing. Where this is not done, the LTB's Rule 19.5 provides a tenant shall not be permitted to raise their issues unless the LTB is satisfied the tenant could not comply with the requirements.
4. Similarly, Rule 19.1 of the LTB's Rules provides that all materials on which a party intends to rely at a hearing must be provided to the other party and the LTB 7 days in advance of

the hearing. Rule 19.7 provides, in part, that a party who fails to comply with Rule 19 may not rely on evidence that was not properly disclosed unless ordered otherwise.

5. To comply with the section 82 and disclosure requirements the Tenant had to provide their list of section 82 issues and all materials on which she intended to rely to the Landlord on or before January 14, 2026. This was not done.
6. Absent a satisfactory explanation as to why the Tenant could not have done so, the Tenant is not able to raise their issues under s. 82. I am not satisfied that the Tenant could not have complied with the disclosure requirements, given that the Notice of hearing was sent to the parties over a month ago. Further, the Tenant has their own applications pending before the Board and will not be prejudice by not allowing them to raise section 82 issues at this hearing.

L1 Application

7. 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.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$1,000.00. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$32.88. This amount is calculated as follows: $\$1,000.00 \times 12$, divided by 365 days.
11. The Tenant has not made any payments since the application was filed.
12. The rent arrears owing to January 31, 2026 are \$5,000.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$1,000.00 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.
15. Interest on the rent deposit, in the amount of \$90.30 is owing to the Tenant for the period from May 1, 2022, to January 21, 2026.

Relief from eviction

16. The Tenant testified that they will not be paying the Landlord any more rent going forward and requested until the end of April to vacate the rental unit. The Tenant has lived in the rental unit since 2022 and lives alone.
17. The Landlord is requesting a standard order.

18. 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. Given that the Tenant has lived in the rental unit for four years, and there is a last months rent on deposit so the arrears will not continue to accrue, It is fair to provide a short delay to the Tenant. It would be prejudicial to the Landlord to delay the termination to April 30, 2026, given the Tenant's testimony that they will not be paying any more rent to the Landlord going forward.

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:**
 - \$5,186.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$6,186.00 if the payment is made on or before February 7, 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 7, 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 7, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,786.18. 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 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 \$32.88 per day for the use of the unit starting January 22, 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 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 8, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 7, 2026, then starting February 8, 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 8, 2026.

January 27, 2026

Date Issued

Emily Robb

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 8, 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	\$5,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$5,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 7, 2026

Rent Owing To February 28, 2026	\$6,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,186.00

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

Rent Owing To Hearing Date	\$4,690.48
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,000.00
Less the amount of the interest on the last month's rent deposit	- \$90.30
Total amount owing to the Landlord	\$3,786.18
Plus daily compensation owing for each day of occupation starting January 22, 2026	\$32.88 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	