



Order under Section 69 Residential Tenancies Act, 2006

Citation: Do v Bejanny, 2026 ONLTB 8488

Date: 2026-01-27

File Number: LTB-L-086323-25

In the matter of: 80 BEAUMONDE HEIGHTS DR
ETOBICOKE ON M9V1V9

Between: Hai Xuan Do Landlord

And

Hisham Bejanny Tenant

Hai Xuan Do (the 'Landlord') applied for an order to terminate the tenancy and evict Hisham Bejanny (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord, the Landlord's support person Duy Do and the Tenant attended the hearing.

Determinations:

Preliminary Issue: Tenant's Section 82 Issues

1. At the hearing, the Tenant wanted to raise section 82 issues for me to consider.
2. When the Tenant was asked whether they had served a list of section 82 issues on the Landlord and filed it with the Board, he stated that he had not. When asked why he had not done so, he did not provide a valid explanation for not doing so.
3. Pursuant to section 82 of the Act, a tenant is permitted to raise any issue that could be the subject of an application if the tenant complies with disclosure requirements or provides an explanation satisfactory to the Board explaining why the Tenant could not comply. The Tenant did not meet the disclosure requirements of serving their list of section 82 issues and any evidence on the Landlords and filing with the Board five days prior to the hearing. The Tenant did not provide a satisfactory response as to why he did not comply.
4. The Notice of Hearing is accompanied by documents, one of which includes a blank form that the Tenant can complete regarding issues. The documents also outline the disclosure requirements. The Tenant ought to have known their disclosure obligations to raise section 82 issues.

5. As such, I did not hear the Tenant's evidence regarding the issues they wished to raise pursuant to section 82. However, it should be noted that this does not preclude the Tenant from bringing their own application regarding these issues. They may wish to contact their local legal clinic to get advice in this regard.

L1 Application – Nonpayment of Rent

6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$3,550.00. It is due on the 5th day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$116.71. This amount is calculated as follows: $\$3,550.00 \times 12$, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to February 4, 2026 are \$28,400.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.

Relief from Eviction

14. The Tenant initially questioned the arrears owing as he believed 7 months of rent was owing, but admitted that he could be wrong as he had not considered January's rent.
15. The Tenant wishes to maintain the tenancy and has resided in the rental unit with their senior parents since 2022.
16. The Tenant testified that they fell into arrears after losing their job in May, 2025. He has recently started new employment and seeks to enter into a payment plan whereby he would pay monthly rent as it comes due and payable on the 5th of each month and an additional \$2,000.00 on the 21st of each month for a period of 15 months until the arrears are paid off.
17. Based on the testimony the Tenant provided regarding his monthly income and expenses the proposed payment plan appears viable.
18. The Landlord seeks termination of the tenancy as soon as possible as the arrears are extensive, which have created a financial strain on the Landlord as there is a mortgage on the rental property and the Landlord requires the Tenant's rent payments to cover the expenses. Since the Tenant has failed to pay rent the Landlord is in overdraft and has been using loans and credit cards to pay the mortgage on the property.

19. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated,

“To put somebody out of their home must, in my view, call for clear and compelling circumstances that it’s no longer possible for the arrangement to continue.”

20. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find the Tenant’s request reasonable. The Tenant has elderly dependants residing with him in the rental unit as well the Tenant’s payment plan appears viable. As such, the Tenant shall be given the opportunity to preserve the tenancy under the conditions set out in this order. Although not ideal for the Landlord, the substantial additional payments to be made by the Tenant towards arrears should assist the Landlord with their finances and the Landlord will have the added security of section 78 of the Act attaching to the order should the Tenant fail to comply with the terms of this order.

It is ordered that:

1. The Tenant shall pay to the Landlord \$28,586.00 for arrears of rent up to February 4, 2026 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

	<u>DATE OF PAYMENT:</u>	<u>AMOUNT OF PAYMENT:</u>
1.	On or before February 21, 2026	\$2,000.00
2.	On or before March 21, 2026	\$2,000.00
3.	On or before April 21, 2026	\$2,000.00
4.	On or before May 21, 2026	\$2,000.00
5.	On or before June 21, 2026	\$2,000.00
6.	On or before July 21, 2026	\$2,000.00
7.	On or before August 21, 2026	\$2,000.00
8.	On or before September 21, 2026	\$2,000.00
9.	On or before October 21, 2026	\$2,000.00

	<u>DATE OF PAYMENT:</u>	<u>AMOUNT OF PAYMENT:</u>
10.	On or before November 21, 2026	\$2,000.00
11.	On or before December 21, 2026	\$2,000.00
12.	On or before January 21, 2027	\$2,000.00
13.	On or before February 21, 2027	\$2,000.00
14.	On or before March 21, 2027	\$2,000.00
15.	On or before April 21, 2027	\$586.00
	TOTAL	\$28,586.00

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period March 5, 2026 to April 5 2027, or until the arrears are paid in full, whichever date is earliest
4. If the Tenant fails to make any one of the payments in accordance with paragraphs 2, or fails to comply with the conditions set out in paragraph 3 of this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and 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 February 4, 2026.

January 27, 2026

Date Issued

Sean Ramage

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.