



Order under Section 87 Residential Tenancies Act, 2006

Citation: PBM PROPERTIES v Santerre, 2026 ONLTB 8617

Date: 2026-01-27

File Number: LTB-L-081323-24

In the matter of: A, 447 CENTENAIRE
EMBRUN ON K0A1W0

Between: PBM PROPERTIES Landlord

And

Alexandra Senterre Former Tenant

PBM PROPERTIES (the 'Landlord') applied for an order requiring Alex Santerre (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

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

The Landlord's employee, C. Bisailon, and the Tenant attended the hearing.

Determinations:

1. On consent of the parties, the style of cause is amended to correct the spelling of the Former Tenant's legal name from Alex Santerre to Alexandra Senterre.
2. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant shall pay to the Landlord \$3,885.40 on or before February 28, 2026.
3. The Former Tenant vacated the rental unit on September 29, 2024.
4. The lawful rent was \$1,950.00. It was due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$64.11. This amount is calculated as follows: \$1,950.00 x 12, divided by 365 days.
6. The Former Tenant has not made any payments since the application was filed.

Section 82 issues

7. The Former Tenant takes the position that she should not be responsible for any arrears of rent because she intends to raise issues pursuant to section 82 of the *Residential Tenancies Act, 2006*, the ("Act").
8. Rule 19.4 of the Boards Rules of Procedure provide that, unless the LTB has directed or ordered otherwise, a tenant who intends to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears shall provide the other parties and the LTB with the following at least 7 days before the scheduled CMH or hearing:
 1. a written description of each issue the tenant intends to raise; and
 2. a copy of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing.
9. Rule 19.5 of the Boards Rules of Procedure provides that, a tenant who fails to provide the LTB and other parties with a written description of each issue they intend to raise at the hearing as required in Rule 19.4 shall not be permitted to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears unless the LTB is satisfied that the tenant could not comply with the requirements.
10. The Former Tenant testified that she only became aware of the hearing the day before. The Landlord's agent was opposed and testified that the L10 Application and NOH was served on the Former Tenant via e-mail on September 24, 2025, a copy of the e-mail sent to the Former Tenant was submitted into evidence. The Former Tenant then acknowledged having been aware of the hearing since September 2025 as notice was received from both the Landlord and the LTB.
11. As the Former Tenant has failed to disclose section 82 issues to the Landlord and has failed to satisfy me that she could not comply with the requirements of Rule 19.4 of the Boards Rules of Procedure, the Former Tenant was not permitted to raise section 82 issues.

Arrears

12. It was undisputed that the Former Tenant has failed to make payment of rent to the Landlord for the period July 1, 2024 to September 30, 2024.
13. The tenancy ended on September 29, 2024, as a result of the Former Tenant moving out in accordance with a notice of termination. Therefore, the Former Tenant's obligation to pay rent ended on that date.
14. The rent arrears and daily compensation owing to September 29, 2024 are \$5,759.19.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

16. The Former Tenant testified that she is currently not working and is on Ontario Works (OW). The Former Tenant is unaware of when she would be able to make payment to the Landlord. The Former Tenant hopes to gain employment in 3-6 months and requests 3 months to pay off the arrears owing. The Landlord is opposed and requests a standard order.
17. As the tenancy has terminated, the terms of repayment are to be addressed between the parties, however, a short delay on any interest to be applied to the arrears shall be made.

Rent Deposit

18. The Landlord collected a rent deposit of \$1,950.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
19. Interest on the rent deposit, in the amount of \$109.79 is owing to the Former Tenant for the period from June 30, 2022 to September 29, 2024.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$5,759.19, which represents rent and compensation owing up to September 29, 2024.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$2,059.79 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
4. The total amount the Former Tenant owes the Landlord is \$3,885.40*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

January 27, 2026
Date Issued

Mayra Sawicki
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To September 29, 2024	\$5,759.19
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,950.00
Less the amount of the interest on the last month's rent deposit	- \$109.79
Total amount owing to the Landlord	\$3,885.40