



Order under Section 69 Residential Tenancies Act, 2006

Citation: 667259 Ontario Limited v Campbell, 2026 ONLTB 11625

Date: 2026-02-04

File Number: LTB-L-078095-25

In the matter of: 300, 2339 PARK TOWERS AVE
MISSISSAUGA ON L5A1P8

Between: 667259 Ontario Limited Landlord

And

Megan Rose Campbell Tenants
David Conway Campbell

667259 Ontario Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Megan Rose Campbell and David Conway Campbell (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on November 24, 2025.

The Landlords Legal Representative, Anita Sada, and the Tenant, David Conway Campbell (DC) attended the hearing. The Tenant DC declined to speak to Tenant Duty Counsel prior to the start of this proceeding.

Determinations:

Preliminary Issue: The Tenants cannot raise issues under Section 82 of the Act and did not provide timely disclosure

1. At the hearing the Tenant, DC wished to raise issues pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). To this end, the Tenants provided materials to the LTB on November 17, 2025 - which were subsequently posted to the Tribunals Ontario Portal ('TOP') on November 17, 2025.
2. Uploading materials to TOP does not mean documents have been provided to another party unless there is an agreement in place and, here, there was no such agreement.
3. The Landlord's Representative objected to the Tenants being permitted to raise any issues under s. 82 or relying on any disclosure. The Landlord's Legal Representative advised she did not get any materials from the Tenants and submitted it was only during the hearing

she was aware that the Tenants had sent materials to the Board that were subsequently posted to TOP as abovementioned.

4. 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.
5. 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.
6. 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.
7. To comply with the section 82 and disclosure requirements the Tenants had to provide their list of section 82 issues and all materials on which they intended to rely to the Landlord/Landlord Representative on or before November 17, 2025. This was not done.
8. Absent a satisfactory explanation as to why the Tenants could not have done so, the Tenants are not able to raise their issues under s. 82. Additionally, unless ordered otherwise, the Tenants may not rely on their materials.
9. The Board's records show the Notice of Hearing – which advises parties of their disclosure obligations - and a copy of a s. 82 form was mailed to the Tenants on October 23, 2025. Approximately 1 month prior to the hearing.
10. In the above circumstances I am not satisfied the Tenants could not have complied with the Rules. The Tenants had a period of at least 1 month to complete the s. 82 form and provide their materials to the Landlord and LTB. The s. 82 claims and disclosure were ultimately completed and uploaded to TOP without providing the same to the Landlord. The Tenant DC also acknowledged reading the Notice of Hearing upon receipt.
11. As a result, the Tenants were not permitted to raise any issues under s. 82 of the Act and may not rely on materials they provided to the LTB on November 17, 2025. The Tenants remain free to seek legal advice and/or pursue any timely issues that may form the subject of a tenants' application under the Act.

L1 Determination

12. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.

13. As of the hearing date, the Tenants were still in possession of the rental unit.
14. The lawful rent is \$1,733.53. It is due on the 1st day of each month. The Tenant DC, testified, this was not the lawful rent, as the Tenants had not received any N1 notice, which would then make the N4 notice invalid. From the evidence and submissions of the Landlord's Legal Representative, which included the N1 notice and the Certificate of Service of the same, on a balance of probabilities, I prefer to the evidence of the Landlord to that of the Tenants, hence I find that the N1 notice was served upon the Tenants and the lawful rent is in fact \$1,733.53.
15. Based on the Monthly rent, the daily rent/compensation is \$56.99. This amount is calculated as follows: $\$1,733.53 \times 12$, divided by 365 days.
16. The Tenants have not made any payments since the application was filed, as of the date of this proceeding.
17. The rent arrears owing to November 30, 2025, are \$8,752.96.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. The Landlord collected a rent deposit of \$1,733.53 from the Tenants 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.
20. Interest on the rent deposit, in the amount of \$21.02 is owing to the Tenants for the period from June 1, 2025 to November 24, 2025.
21. 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. This extension of time accounts for both parties' evidence in relation to their financial circumstances.
22. The Landlord's Legal Representative submitted that the parties had attempted to work out a payment plan to no avail, since the application was filed. The Tenant DCs evidence in relation to entering a payment plan illustrated that a payment plan would be viable given the Tenants current life circumstances, employment, income sources and monthly expenses. However, in the above circumstances, I do not find a payment plan would have been reasonable nor that negotiations to agree on a payment plan would have been productive, given the Tenants position, with what the quantum of lawful rent was and further the Tenant DC testified that the Tenants withheld rent, as they perceived notices and correspondence of rent arrears from the Landlord as harassment, which amplified the Tenants position to not pay any rent to the Landlord.
23. Section 23 of the Act states "A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant."

24. The standard of proof in proceedings before this Board is “proof on a balance of probabilities.” By that standard, the party bearing the burden of proof must show with evidence that, “more likely than not”, their assertions are true. Where, the evidence of the opposing party is as believable as that of the party bearing the burden of proof, that burden cannot be said to have been discharged.
25. No substantial documentary evidence was adduced by the Tenants, nor the Tenant DC’s oral testimony either in part or taken in its entirety, suffices to meet the burden of proof upon the Tenants to demonstrate that the Landlord had breached its obligations as they pertain to the allegation of harassment.
26. On the evidence before me providing the Tenants notice that the Landlord was no longer accepting email money transfers for payment of rent, and thereafter providing 4 different options for payment of rent does not violate the Act (specifically s108 as the Tenant DC alleged), nor is it par for the course for the Tenants to withhold rent as a self help remedy, and then allege notices for non payment of rent were harassment. I am not satisfied that the Landlord’s legal right to provide notices and correspondence, in the manner that it was completed by the Landlord, regarding payment of arrears as complained by the Tenant DC in his oral testimony constitutes harassment on a balance of probabilities.
27. I am satisfied that the Landlord was taking reasonable efforts to ensure the payment of the arrears from the Tenants, and further the removal of a payment of option was done for all residents of the residential complex, due to fraudulent activity as submitted by the Landlord’s Legal Representative, and was not done so to harass the Tenants.
28. The Tenant DC testified to the impact an eviction would have on the Tenants, however he could pay the rent arrears and ongoing rent if ordered to do so.
29. In response to questioning from the Board, the Landlord’s Legal Representative explained that any further delay in granting the application would be financial prejudicial to the Landlord, and that the Landlord relies on rent to pay expenses related to the rental unit.
30. Considering all of the evidence and, notwithstanding the Landlord may face some financial prejudice, I find that, pursuant to subsection 83(1)(b) of the Act that it would not be unfair to the Landlord to delay the eviction until February 28, 2026, due to the significant impact an early eviction would have on the Tenants, given their length of tenancy.
31. Given the Tenants connection to the community and length of tenancy, I am satisfied that they may experience challenges securing housing that fits their needs such that more time is required. By contrast, the Landlord, while I acknowledge may face further financial prejudice, the Landlord is holding the last month’s rent deposit and after considering the totality of the circumstances I conclude that delaying eviction to February 28, 2026, is fair and appropriate.

32. The extension of time will provide the Tenants time to secure their future income sources/funds to pay the arrears in one of the acceptable payment options of the Landlord, that the Tenants have been notified of or to find a new place to live.
33. I have considered all the evidence presented at the hearing that complied with Rule 19 of the Board's Rules and all of the oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.
34. This order contains all of the reasons within it and no further reasons will be issued.
35. As a result, I have terminated the tenancy on the terms set out below.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$14,139.55 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants 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 Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 28, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$6,818.64. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$56.99 per day for the use of the unit starting November 25, 2025 until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before February 28, 2026, the Tenants 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.

February 4, 2026
Date Issued

Panagiotis P. Roupas
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 Tenants 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	\$13,953.55
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$14,139.55

B. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$8,387.19
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,733.53
Less the amount of the interest on the last month's rent deposit	- \$21.02
Total amount owing to the Landlord	\$6,818.64
Plus daily compensation owing for each day of occupation starting November 25, 2025	\$56.99 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	