



Order under Section 69 Residential Tenancies Act, 2006

Citation: Nasir v Salazar-Bogoje, 2026 ONLTB 7782

Date: 2026-02-26

File Number: LTB-L-088397-25

In the matter of: Basement, 576 STARWOOD DR
GUELPH ON N1E0L9

Between: Jamal Nasir Landlord

And

Angelina Salazar-Bogoje Tenant

Jamal Nasir (the 'Landlord') applied for an order to terminate the tenancy and evict Angelina Salazar-Bogoje (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 19, 2026.

The Landlord, the Landlord's Representative, Laura Florence and the Tenant's Representative (mother), Marjana Bogoje, attended the hearing.

The Board's file confirms that the Tenant filed a letter with the Board on January 16, 2026 providing permission for her mother, Marjana Bogoje, to attend, negotiate and speak on her behalf. While the letter stated that the Tenant was unable to attend the hearing, no explanation as to why she could not attend was given.

Determinations:

Preliminary Issues

Adjournment request

1. Part way through the hearing, the Tenant's representative requested an adjournment of the hearing, stating that she had filed an accommodation request. At the time of the hearing, there was no accommodation request in the Board's file nor were there any notations indicating accommodation had been requested. The Tenant's representative admitted that the accommodation request had only been submitted to the Board on Friday, January 16, 2026.

2. In terms of accommodation, the Tenant's representative stated that both she and the Tenant have disabilities (e.g. communication) which, I infer, hindered their ability to navigate the Board's on-line portal to file evidence and a list of issues the Tenant sought to raise pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). The Tenant's representative stated that the Board's system was hard for ordinary people to use.
3. For the following reasons, I exercised my discretion to deny the Tenant's request to adjourn the hearing.
4. First, at no time prior to the hearing did the Tenant or her representative file a request to have the hearing rescheduled. As such, both the Landlord and the Landlord's attended the hearing and were ready to proceed. The Tenant, knowing she was unable to attend, made arrangements for her mother to act as her representative at the hearing and to speak on her behalf. There is nothing in her letter to the Board indicating that the Tenant intended to request that the hearing be adjourned.
5. Second, the Board's file indicates that the Board emailed a letter to the Tenant on October 20, 2025 advising that the Landlord had filed an application against her. The Board's file confirms that the Tenant logged into the Board's portal at 6:22 p.m. on October 22, 2025 and consented to receiving correspondence from the Board by email. This indicates to me that the Tenant understood the Board's communication and was capable of accessing the Board's online portal.
6. Third, the Notice of Hearing was emailed to the Tenant on October 21, 2025, being three months before the scheduled hearing date. The Landlord testified that he also placed another copy of the Notice of Hearing in the Tenant's mailbox on November 3, 2025. While the Tenant's representative disputed that the Landlord placed a hard copy of the Notice of Hearing in the Tenant's mailbox, the Tenant did not attend the hearing to deny that she received the Notice of Hearing that was emailed to her by the Board. There is nothing in the Board's file indicating that any of the Board's emails sent to the Tenant were returned as undeliverable.
7. The Notice of Hearing provides clear instructions to parties about how to upload evidence to Board's portal. It also provides instructions on how to email evidence to the Board if parties are unable to access the Board's portal. It also provides links to video guides and information to assist parties navigating the Board's portal.
8. Fourth, the Tenant's representative stated that she and the Tenant had spoken to a local legal clinic, the LTB and a local MP. In light of same, I am not persuaded that the Tenant or her representative were unable to navigate the Board's online portal or receive assistance in order to deliver their evidence and issues list to the Board.
9. Fifth, the Landlord's representative stated that at no time did the Tenant or her representative serve any evidence or indicate that they intended to raise section 82 issues. The Tenant's representative confirmed that she did not serve that documentation on the Landlord or the Landlord's representative because neither she nor the Tenant were aware that they had to.
10. The Board's Rule 19.5 provides as follows:

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.

11. I was satisfied that the Tenant has known about the application and the hearing and has had ample opportunity (i.e. three months) to serve and file their evidence and issues list. Parties are required to act with diligence in proceedings before the LTB. If a party fails to file evidence because of their own lack of diligence, they cannot then demand that the LTB waste its resources and reschedule proceedings to allow them to do so.
12. Given that I was also satisfied that the Tenant is not statute barred from commencing a tenant application wherein she can raise the issues she intended to raise under section 82 of the Act, I exercised my discretion to deny the request to adjourn the hearing and advised the Tenant's representative that she would not be allowed to raise issues pursuant to Section 82 of the Act.
13. It should be noted that other than requesting an adjournment, the Tenant's representative made no other specific accommodation requests (e.g. a break) before or throughout the hearing.

The Application

14. The rental unit is located in the basement of a detached two-storey house. The Landlords live in the main/upper portion of the home. The basement is a walk-out basement.
15. There is no dispute that the Tenant vacated the rental unit and that the L1 application was amended to an L9 application for arrears only. The first issue to be determined is when did the Tenant vacate the rental unit.

When did the Tenant vacate the rental unit?

16. The Landlord's position is that the Tenant vacated the unit on January 5, 2026 because that was the day he inspected the rental unit and discovered keys to the rental unit left on the kitchen counter.
17. The Tenant's representative submitted that the Tenant vacated the unit on December 14, 2025. She stated that the Tenant sent an email to the Landlord dated December 11, 2025 [Doc 7132502, page 21] attaching an N11 agreement to terminate the tenancy. The last paragraph of the Tenant's December 11, 2025 email states that if the Landlord did not sign the N11, the Tenant would retain the unit. There is no dispute that the Landlord did not sign the N11 agreement [Doc 7132502, pages 23 to 25].
18. It is undisputed that no termination date is set out on the unsigned N11 notice.
19. Paragraph 6 of Schedule A attached to the N11 notice [Doc 7132502, page 24] reads as follows:

Tenant(s) will notify landlord(s) as soon as she has vacated unit via text and email. Unit key will be locked in unit for the landlord(s), and additional unit door key will be sent via Canada Post to the address of 576 Starwood Drive in Guelph

20. The Tenant did not produce any documentary evidence, such as a text message or email message to the Landlord on or after December 14, 2025, to confirm that the Tenant advised him that she had vacated the unit. Although the Tenant's representative stated that she sent a communication to the Landlord on January 3, 2026 advising that the Tenant had vacated the unit, she admitted that her communication did not indicate what date the Tenant had vacated.
21. The Tenant's representative submitted, however, that Landlord was aware that the Tenant vacated the unit on December 14, 2025 because he blocked the moving van that was at the unit. The Landlord denied that he knew the truck was a moving van because he never spoke with either the Tenant, the Tenant's representative or any movers.
22. The Tenant's representative also stated that because the rental unit is a walk out basement, the Landlord would have been able to look inside the unit and see that it was empty. The Landlord stated that he could not confirm if the Tenant moved out of the unit because neither the Tenant nor the Tenant's representative would respond to any of his communications.
23. Neither the Tenant nor any witnesses (i.e. movers) attended the hearing to confirm that the Tenant vacated the unit on December 14, 2025. There is no documentary evidence, such as a moving van receipt or photograph, to confirm that the Tenant vacated the unit on December 14, 2025.
24. Based on the evidence before me, I find that the Tenant vacated the unit on January 5, 2026, being the day the Landlord inspected the unit (following the January 3, 2026 email from the Tenant's representative) and found the keys on the kitchen counter.

The N4 notice

25. The Landlord testified that there was one Canada Post mailbox for the rental property and that he retrieved mail from that mailbox. If there had been any mail for the Tenant, he would have given it to the Tenant. On September 15, 2025, he mounted a mailbox on the wall beside the Tenant's entrance for the Tenant's mail. He stated that he placed a copy of his representative's September 20, 2025 letter [Doc 7132502, pages 10-11], together with the N4 notice of termination, in that mailbox on September 23, 2025.
26. While the Tenant's representative stated that the Tenant did not receive the N4 notice of termination, she admitted that she saw the Landlord put an envelope in the mailbox attached to the wall at the Tenant's entrance. She did not challenge the Landlord's evidence that the Tenant did not remove the Landlord's mail from her mailbox.
27. Based on the evidence before me, I find that 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.
28. The Tenant was in possession of the rental unit on the date the application was filed.
29. The Tenant vacated the rental unit on January 5, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit

30. The lawful rent is \$1,800.00. It was due on the 1st day of each month.
31. The Tenant's representative confirmed that the Tenant did not pay rent to the Landlord after August 2025. As such, I am satisfied that the Tenant has not made any payments since the application was filed.
32. The rent arrears owing to January 5, 2026 are \$7,495.90,
33. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
34. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of January 5, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$7,681.90. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before March 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 10, 2026 at 4.00% annually on the balance outstanding.

February 26, 2026

Date Issued

Karen Gonçalves

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.