



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

**Citation:** Hashmani v Kovacs, 2026 ONLTB 18074

**Date:** 2026-02-27

**File Number:** LTB-L-023139-25

**In the matter of:** 1st Floor, 186 FLORADALE DR  
MISSISSAUGA ON L5B1G3

**Between:** Arsalan Hashmani Landlord

**And**

Krisztina Madacsne Kovacs Tenants  
Sandor Madacs

Arsalan Hashmani (the 'Landlord') applied for an order to terminate the tenancy and evict Krisztina Madacsne Kovacs and Sandor Madacs (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord, the Landlords Agent, Nadeem Khan, the Landlord's Legal Representative, Samandeep Singh, the Tenants Support Person S. Madacs and the Tenants attended the hearing. The Tenants 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 Tenants 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 July 25, 2025 to the Board not pursuant to paragraph 3 of the Interim Order of the Board dated July 18, 2025, which were subsequently posted to the Tribunals Ontario Portal ('TOP').
2. The Landlord's Representative objected to the Tenants being permitted to raise any issues under s. 82. The Landlord's Representative advised while he did receive an email with 4 or 5 obscure jpeg attachments, he did not get any materials from the Tenants pursuant to

paragraph 3 of the Interim Order, and the disclosure provided was nonsensical. Further the Landlord's Legal Representative provided a reply email on July 25, 2025, to the Tenants to the email address he received from the Tenants advising them of their error and suggesting they follow the Interim Order and remedy their disclosure prior to the proceeding. Nothing further was served and filed to the date of the proceeding from the Tenants, and the Landlord's Legal Representative objected to the materials, as his clients could not make sense of the disclosure and mount a proper defence to the same. Moreover, the Tenants could bring their own application if the Boards's timelines permit.

3. 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.
4. To comply with the section 82 and disclosure requirements in the Interim Order of the Board dated July 18, 2025, the Tenants had to provide their list of section 82 issues and all materials on which they intended to rely to the Landlord on or before July 25, 2025, pursuant to paragraph 3 of said interim order. This was not done.
5. 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.
6. In the above circumstances I am not satisfied the Tenants could not have complied with the Rules. The Tenants were advised of the requirements at the last appearance, the Interim Order was issued and further when they did not comply to the same the Landlord's Legal Representative advised the Tenants of this promptly. There was no attempt to rectify the disclosure issue from July 25, 2025, when the Tenants were notified by the Landlord's Legal Representative up and to the date of this proceeding. Moreover, the Tenants son and support person was not aware why this was not done by the Tenants and did not provide a satisfactory explanation to the Board for the noncompliance.
7. 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 July 25, 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*

8. 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.
9. The Tenants was in possession of the rental unit on the date the application was filed.

10. The Tenants vacated the rental unit on May 6, 2025. Rent arrears are calculated up to the date the Tenants vacated the unit
11. The lawful rent is \$3,200.00. It was due on the first day of each month.
12. The Tenants have not made any payments since the application was filed. The Tenants alleged they had paid the Landlord \$1,600.00 in cash towards the arrears. The Landlord denied this and on a balance of probabilities from the oral testimony and evidence submitted by the Landlord, I prefer the evidence of the Landlord that no cash payments were received from the Tenants that were not accounted for by receipts.
13. The rent arrears owing to May 6, 2025 are \$7,031.26.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$3,200.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
16. Interest on the rent deposit, in the amount of \$79.78 is owing to the Tenants for the period from May 8, 2024 to May 6, 2025.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated as of May 6, 2025, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$3,937.48. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants does not pay the Landlord the full amount owing on or before March 10, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 11, 2026 at 4.00% annually on the balance outstanding.

**February 27, 2026**  
**Date Issued**

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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.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenants must pay as the tenancy is terminated**

|                                                                         |                   |
|-------------------------------------------------------------------------|-------------------|
| Rent Owing To Move Out Date                                             | \$7,031.26        |
| Application Filing Fee                                                  | \$186.00          |
| <b>Less</b> the amount of the last month's rent deposit                 | - \$3,200.00      |
| <b>Less</b> the amount of the interest on the last month's rent deposit | - \$79.78         |
| <b>Total amount owing to the Landlord</b>                               | <b>\$3,937.48</b> |