



Order under Section 69 Residential Tenancies Act, 2006

Citation: P3 Ontario Properties & Management v Duncan, 2026 ONLTB 13519

Date: 2026-02-26

File Number: LTB-L-100038-25

In the matter of: 2, 369 MAIN ST.
BATH ON K0H1G0

Between: P3 Ontario Properties & Management Landlord

And

Gayle Duncan Tenants
Robert Duncan

P3 Ontario Properties & Management (the 'Landlord') applied for an order to terminate the tenancy and evict Gayle Duncan and Robert Duncan (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 5, 2026.

The Landlord's Representative, Shasta Pearson, and the Tenant, Gayle Duncan, attended the hearing.

Determinations:

Type of Application

1. The Tenant, Gayle Duncan ("GD"), asserted that the Landlord erred by filing an L1 application. However, GD also agreed that the Tenants had notice of the application and hearing and were present and ready to proceed.
2. Under section 87(1)(a) of the *Residential Tenancies Act*, 2006 (the 'Act') a landlord may apply to the Board for an order for the payment of arrears of rent by filing an L1: Application to Evict a Tenant for Non-Payment of Rent and to Collect Rent the Tenant Owes where the tenant is in possession of the rental unit.
3. Under section 87(1.1)(b) of the Act a landlord may pursue a former tenant for arrears within one year of the date the tenant ceased to be in possession of the rental unit so long as the tenant vacated after September 1, 2021 – which was the case here. Normally, a landlord must seek arrears from a former tenant by filing an L10: Application to Collect Money a Former Tenant Owes.

4. On an L10 Application the Landlord must give each former tenant the application and notice of hearing at least 30 days before the hearing and must file a certificate of service 20 days before the hearing. On an L1 Application it is the LTB who provides notice of the hearing and application to the tenant.
5. However, in the circumstances of this case, I find that it is unnecessary to require the Landlord to re-file an L10 Application for arrears. GD was present, and so had notice, and confirmed they were prepared to proceed.
6. As a result, I found it was not unfair to proceed and treat the L1 Application as an L10 Application. Given my finding, the Landlord's Representative confirmed they were also willing to proceed.
7. In essence I was satisfied an adequate hearing could be held. There was no prejudice to either party in proceeding and proceeding was consistent with the Board's obligation under section 183 of the Act to adopt the most expeditious method of determining the questions in a proceeding while ensuring all affected parties had an adequate opportunity to know the issues and be heard.

The Application

8. The lawful rent is \$2,600.00. It was due on the 1st day of each month.
9. The Tenants have not made any payments since the application was filed.
10. GD agreed that the Tenants owed rent arrears to November 30, 2025, in the amount of \$10,350.00.
11. The issue was that the Tenants had filed their own application and GD wanted to have the amount owing off set by what the Tenants were claiming.
12. Section 82(2) of the Act provides that the tenant is required to give advance notice they intend to raise issues under section 82(1) in accordance with the LTB's Rules.
13. Under the Board's Rule 19.4 a tenant who wishes to raise issues under section 82(1) is required to both provide the Board and other parties with a written description of issues they wish to raise and a copy of their evidence at least 7 days prior to the hearing. Under Rule 19.5 a party who does not comply with Rule 19.4 shall not be permitted to raise issues under section 82(1) during a hearing for a landlord's application about rent arrears unless the Board is satisfied the tenant could not comply with the requirements.
14. Here, GD had filed a separate T6 application and wanted to raise the same issues at the hearing but did not provide the Landlord nor the Board notice of their intent to raise issues under section 82(1) of the Act and instead upload documents to the Portal, which is not the same as providing notice. I am not satisfied that GD had an adequate explanation for failing to provide notice of her intent to raise issues under section 82(1). On that basis I ruled that the hearing would proceed, and the Tenants would not be permitted to raise issues under section 82(1) of the Act during the hearing. Furthermore, this does not preclude the Tenants from proceeding on their own application which has already been filed.

15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$2,600.00 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.
17. Interest on the rent deposit, in the amount of \$43.45 is owing to the Tenants for the period from April 1, 2025, to November 30, 2025.
18. Subsection 207(7) of the *Residential Tenancies Act*, 2006 (the 'Act') provides: "the Board may set a date on which payment of money ordered by the Board must be made and interest shall accrue on money owing only after that date at the post-judgment interest rate . . .".
19. The Landlord's Representative agreed that interest be delayed until a final determination on the Tenant's T6 application.
20. I am satisfied that it is appropriate to delay the accrual of interest until there is a determination on the Tenants' T6 application, LTB-T-100187-25.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of the date the Tenants vacated the rental unit.
2. The Tenants shall pay to the Landlord \$7,892.55. This amount includes rent arrears owing to November 30, 2025, as agreed to by GD, 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 do not pay the Landlord the full amount owing on or before March 9, 2026, the Tenants will start to owe interest. However, interest shall not accrue until there is a final determination on the Tenants' T6 application, LTB-T-100187-25. This will be simple interest calculated the date there is a determination on LTB-T-100187-25, at 4.00% annually on the balance outstanding.

February 26, 2026
Date Issued

Nicole Pedron
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 November 30, 2025	\$10,350.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,600.00
Less the amount of the interest on the last month's rent deposit	- \$43.45
Total amount owing to the Landlord	\$7,892.55