



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

File Number: LTB-L-072399-25

In the matter of: 304, 2255 WESTON RD
YORK ON M9N1Y5

Between: Weston Co-Ownership Apartments Inc. Landlord

And

Joseph Douglas Tenant

Weston Co-Ownership Apartments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Joseph Douglas (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 25, 2026. The Landlord's Agent, Matthew Teich, the Landlord's Legal Representative, Andrew Hyland, and the Tenant's Legal Representative, Johnson Luyiga, attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,210.96. It is due on the 1st day of each month.
4. The Tenant has paid \$7,196.16 to the Landlord since the application was filed.
5. The rent arrears owing to February 28, 2026 are \$884.10.
6. The Landlord incurred costs of \$186.00 for filing the application and sought reimbursement of those costs. The Tenant's Legal Representative opposed payment of the filing fee on the basis that the Tenant did not believe that he was in arrears due to an illegal charge by the Landlord that was not refunded, which was in relation to an above guideline increase ('AGI'). It was further submitted that the Tenant should not have to pay the filing fee because Landlord failed to

provide the Tenant with a copy of the AGI order. For the reasons provided below, I find that the Landlord is entitled to reimbursement of its costs to file the application.

7. Accordingly, the total amount the Tenant owes the Landlord is \$1,070.10.

Alleged Illegal Charge

8. The Tenant's Legal Representative disputed the arrears owing and submitted that the Tenant was not actually in arrears. In this regard, he submitted that the Landlord owed the Tenant \$1,184.36 as a refund in relation to an above guideline increase ('AGI') that was taken.
9. On June 27, 2024, there was an entry in the Tenant's ledger that stated 'rental – Approved AGI Adjustment (Sept/2021 -June 2024)'. The amount charged was \$1,184.36. On July 9, 2024, there was an entry in the Tenant's ledger that stated 'Refund AGI Adjustment'. The amount of \$1,184.36 appeared as a credit in the ledger. The Landlord's Legal Representative submitted that this was because the Landlord did not have authorization to take the AGI charge based on the preauthorized debit ('PAD') arrangement between the parties and the Landlord only had the authorization to use PAD for the monthly rent.
10. However, on July 10, 2024, there was subsequent entry in the Tenant's ledger that stated 'rental-Return overpulled AGI Portion to the tenant', which appears in the ledger as a charge of \$1,184.36. In light of this, the Tenant's Legal Representative submitted that the Tenant was unlawfully charged \$1,184.36 by the Landlord and was still owed a refund.
11. The Landlord's Legal Representative denied that the Tenant was entitled to a refund of the aforesaid charge and further submitted that, the Tenant did not give the Landlord advance notice that he intended to raise this issue in accordance with s. 82 of the *Residential Tenancies Act, 2006* (the 'Act') and the Rules. Moreover, even if the Tenant had raised this issue properly, any claim for the alleged amount would be out of time pursuant to subsection 135(4) of the Act.

Analysis

12. Section 82 of the Act allows a tenant to raise issues at an arrears hearing, provided that certain criteria are met. Specifically, the tenant must give advance notice to the landlord of the tenant's intent to raise the issue at the hearing and the notice is to be given in writing and must comply with the Board's Rules of Procedure (the 'Rules'). Under Rule 19.4 it states that, at least 7 days prior to the hearing, the tenant must provide a written description of each issue the tenant intends to raise as well as a copy of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing. A tenant who fails to provide the Board and other parties with a written description of each issue they intend to raise at the hearing as required by the Rules shall not be permitted to raise

issues during a hearing, unless the Board is satisfied that the tenant could not comply with the requirements.

13. The Tenant did not file a written description of the issues but rather an affidavit that made general allegations that the Landlord withdrew money from his bank account that was not rent. The affidavit did not clearly set out that the Landlord collected an illegal charge of \$1,184.36 in July 2024. As the Tenant has a legal representative, I am not satisfied that the Tenant could not comply with the disclosure requirements under the Rules. That said, the Tenant's Legal Representative was given some leeway in terms of making submissions on the issue due to the rental period covered in the application and for the purpose of considerations under section 83 of the Act.
14. The Tenant's Legal Representative relied on the ledger entries referenced above in support of the Tenant's position that the Landlord had essentially collected an illegal charge. In my view, the ledger entries alone do not establish an illegal charge. Rather, it appears that the Landlord applied the charge to the Tenant's ledger as a result of an AGI order, a copy of which was filed as evidence. If the Tenant took issue with the AGI, he ought to have filed a review or appeal of the AGI order.
15. Even if I were to accept the arguments and submissions of the Tenant's Legal Representative, subsection 135(4) of the Act places a one-year time limitation with respect to claims against a landlord for money collected or retained illegally. As the Landlord's application was filed on August 22, 2025, the Tenant's claim of an illegal charge in July 2024 is out of time.

Relief from Eviction / Section 83 of the Act

16. The Landlord's Legal Representative requested an extension of the standard 11 day termination order to 30 days on the basis that the arrears were relatively low and the tenancy is a long term tenancy.
17. I considered whether the Landlord attempted to negotiate a repayment agreement with the Tenant pursuant to subsection 83(6) of the Act. The Landlord's Legal Representative submitted that multiple discussions were had with the Tenant's Legal Representative prior to the hearing but the parties were not able to reach an agreement.
18. The Tenant's Legal Representative submitted that the Tenant was able to pay the arrears but requested at least 3 months to pay the amount in full as he is a senior with a fixed income.
19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The rent arrears are relatively low and the Tenant is a long term tenant and a senior citizen. There was no evidence to suggest that

a three month delay would result in financial hardship to the Landlord. If the Tenant fails to pay as per the conditions ordered below, the Landlord will have swift recourse under section 78 of the Act.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,070.10 for arrears of rent up to February 28, 2026 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 on or before May 31, 2026.
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period of March 2026 to May 2026, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after February 28, 2026.

March 6, 2026
Date Issued

Rachel Gibbons
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.