



Order under Section 69 Residential Tenancies Act, 2006

Citation: Anthony v Woodcook, 2026 ONLTB 22454

Date: 2026-03-19

File Number: LTB-L-088148-25

In the matter of: 535 Wellington Street
Newmarket ON L3Y2C7

Between: Gerry Anthony Landlord

And

Josh and Heather Woodcock Tenant

Gerry Anthony (the 'Landlord') applied for an order to terminate the tenancy and evict Josh and Heather Woodcook (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 12, 2026.

The Landlord and the Tenant, Josh Woodcock (JW). The Tenant JW declined to speak to Tenant Duty Counsel prior to the start of this proceeding.

Determinations:

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

1. At the hearing the Tenant JW wished to raise issues pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). To this end, the Tenant provided materials to the LTB on January 12, 2026 - which were subsequently posted to the Tribunals Ontario Portal ('TOP') on January 13, 2026 – 1 day in after the date of the hearing, which were posted on TOP 1 day after the hearing.
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 objected to the Tenant JW being permitted to raise any issues under s. 82. The Landlord advised he did not get any materials from the Tenant and submitted it was only during the hearing he was aware that the Tenant JW had sent materials to the Board that were subsequently posted to TOP after the date of hearing.

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 Tenant had to provide their list of section 82 issues and all materials on which they intended to rely to the Landlord on or before January 5, 2026. This was not done.
8. Absent a satisfactory explanation as to why the Tenant could not have done so, the Tenant is not able to raise their issues under s. 82. Additionally, unless ordered otherwise, the Tenant may not rely on their materials, which at the time of the proceeding were not yet posted to TOP.
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 Tenant on December 5, 2025, approximately 1 month prior to the hearing.
10. In the above circumstances I am not satisfied the Tenant could not have complied with the Rules. The Tenant 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 the day of the hearing and posted to TOP on January 13, 2026, the day after the hearing.
11. As a result, the Tenant JW was not permitted to raise any issues under s. 82 of the Act and may not rely on materials they provided to the LTB on January 12, 2026. The Tenant remains free to seek legal advice and/or pursue any timely issues that may form the subject of a tenant's application under the Act.

L1 Determination

12. 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.

13. As of the hearing date, the Tenant was still in possession of the rental unit.
14. The lawful rent is \$1,750.00. It is due on the 1st day of each month.
15. Based on the Monthly rent, the daily rent/compensation is \$57.53. This amount is calculated as follows: $\$1,750.00 \times 12$, divided by 365 days.
16. The Tenant has not made any payments since the application was filed.
17. The rent arrears owing to January 31, 2026, are \$24,500.00. The Tenant JW testified, that he in fact overpaid rent, and this arrears amount was not correct. The Tenant JW did not provide any documentary evidence to substantiate his claim, and I prefer to the evidence of the Landlord to that of the Tenant JW on a balance of probabilities.
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 \$1,750.00 from the Tenant 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 \$169.57 is owing to the Tenant for the period from July 25, 2021 to January 12, 2026.
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 April 30, 2026, pursuant to subsection 83(1)(b) of the Act. This extension of time accounts for both parties' evidence in relation to their financial and personal circumstances.
22. The Landlord submitted that the parties have attempted to work out a payment plan to no avail, since the application was filed. The Tenant's JW evidence in relation to entering a payment plan illustrated that a payment plan would not be viable given the current employment, income sources and monthly expenses, although the Tenant JW testified that the household monthly income was between ten to twenty thousand dollars, the Tenant JW did not provide documentary evidence to substantiate his claim of the Tenant income levels or monthly expenses. The Tenant JW did not provide an explanation, other than he could pay the arrears and ongoing rent if given the opportunity to do so.
23. The Landlord submitted that the arrears are causing the Landlord financial difficulties, and that the Landlord relies on rent to pay expenses for the rental complex and sought a standard eviction order.
24. Given the Tenant's tenure of tenancy, I am satisfied that the Tenant 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 April 30, 2026, is fair and appropriate.

25. The extension of time will provide the Tenant time to secure their future income sources/funds to pay the arrears or to find a new place to live for themselves.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$28,186.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$29,936.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after April 30, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before April 30, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$21,706.79. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$57.53 per day for the use of the unit starting January 13, 2026 until the date the Tenant moves out of the unit.
 7. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before April 30, 2026, then starting May 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 May 1, 2026.

March 19, 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 November 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$28,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$28,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$29,750.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$29,936.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$23,440.36
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,750.00
Less the amount of the interest on the last month's rent deposit	- \$169.57
Total amount owing to the Landlord	\$21,706.79
Plus daily compensation owing for each day of occupation starting January 13, 2026	\$57.53 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	