



AMENDED
Order under Section 69
Residential Tenancies Act, 2006

File Number: LTB-L-101191-24

Of my own motion the order is clerical amended as below in underline and bold.

In the matter of: 4, 3049 LAKE SHORE BLVD W
ETOBICOKE ON M8V1K5

Between: 2362418 Ontario Inc. Landlord

And

Daniel Burke Tenant

2362418 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Daniel Burke (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 22, 2025.

The Landlord's Agent Krystyna Piecuch, the Landlord's Legal Representative Kristopher Flores and the Tenant attended the hearing.

At the hearing the Tenant raised the following issues pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'): breach of maintenance obligations, harassment, or unlawful entry.

Procedural History:

1. This application appeared before the Board on March 19, 2025, and adjourned by the Board, as not reached.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.

3. The lawful rent is \$1,317.50. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$43.32. This amount is calculated as follows: $\$1,317.50 \times 12$, divided by 365 days.
5. The Tenant has paid \$1,286.00 to the Landlord since the application was filed.
6. The Tenant did not dispute the amount of arrears being sought by the Landlord of \$15,831.50, which represents rent arrears and costs.
7. Since, the Tenant did not dispute the arrears, I find that the Landlord has proven on a balance of probabilities their L1 application.
8. The Landlord collected a rent deposit of \$1,285.35 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.

SECTION 82 – Maintenance Allegations and Limitation Period

9. The Tenant raised extensive oral evidence regarding alleged maintenance deficiencies said to have existed at the commencement of the tenancy on January 1, 2019, and continuing thereafter. The Tenant testified that the unit was taken “site unseen,” that possession was delayed due to issues involving a prior tenant, and that cleaning, repairs, and maintenance were not adequately completed before occupancy.
10. The Tenant further testified that these conditions persisted throughout the tenancy and were illustrative of the Landlord’s alleged unwillingness to address maintenance concerns.
11. The Landlord's Legal Representative Mr. Flores objected to the admissibility and compensability of this evidence on the basis that the alleged deficiencies originated in 2019 and therefore fell well outside the one-year limitation period applicable to claims under section 29 of the RTA, as incorporated by section 82.
12. I explained this issue extensively with the Tenant. The Tenant acknowledged that he understood the applicable limitation periods and expressly acknowledged that he did not bring an application regarding these maintenance issues within the first year of the tenancy.
13. The Tenant explained that he chose not to file an application against the Landlord, claiming he wished to preserve the relationship with the Landlord and because of financial/personal constraints.
14. When invited to identify maintenance deficiencies falling within the compensable period, the Tenant was unable to provide specific, dated allegations within the 12 months preceding the hearing. The Tenant did not clearly identify discrete repair issues such as plumbing failures, appliance malfunctions, or structural defects with corresponding notice to the Landlord during that period.

15. I explained to the Tenant that for maintenance claims to be adjudicated—whether by application or under section 82—the allegations must be sufficiently particularized to allow the Landlord to know the case to meet and to prepare a full answer and defence. This requires identification of the specific condition, the time period, and evidence that the Landlord was notified. Generalized narratives regarding the condition of the rental unit, without specificity, are insufficient to establish a breach under Section 20 of the ‘Act’.
16. I further advised that maintenance claims originating in 2019 cannot be revived simply by alleging continuity, particularly where no timely application was filed and where the evidence remains vague as to any actionable deficiencies within the limitation period.
17. I find that the majority of the Tenant’s maintenance allegations relate to events occurring at or near the commencement of the tenancy in 2019. The Tenant’s own testimony confirms that these issues were known at that time. When historical maintenance issues may prove a background context, they do not rise to compensable relief when they fall outside the statutory limitation period.
18. Accordingly, the Tenant is statute-barred from obtaining any rent abatement or other remedy arising from alleged maintenance deficiencies originating in 2019. Except as considered below in relation to heating, the maintenance allegations are dismissed.

Heating Issues

19. The Tenant alleged that heating issues existed throughout the tenancy, including periods where the unit was excessively hot or excessively cold. The Tenant’s documentary evidence relates to November 2023 and January 2024.
20. Mr. Flores questioned if the Tenant interfered with monitoring devices installed by the Landlord. The Tenant admitted to interfering with the temperature monitoring device to test whether the Landlord was observing the readings.
21. The Landlord provided evidence that the furnace was operational, they installed monitoring devices, and the City of Toronto inspected and confirmed that the rental unit met the minimum temperature requirements.
22. Based on the evidence presented, I find that the Tenant’s evidence does not establish that the rental unit fell below the minimum heat standards set out in municipal bylaws. While the temperature monitoring records showed some fluctuation, the evidence demonstrates that the heating system was operational throughout the relevant period. The City of Toronto’s inspection further confirmed compliance with minimum temperature requirements. I also note that the Tenant admitted to interfering with the Landlord’s temperature monitoring device, which undermines the reliability of the Tenant’s own assertions regarding temperature readings. Although the Tenant credibly described feeling discomfort due to fluctuations, discomfort alone does not equate to a breach of maintenance obligations. Frustration or inconvenience, without an objective failure to meet statutory standards, does not justify the awarding of a rent abatement.

Harassment and Illegal Entry

23. With respect to harassment, the Tenant asserted that communications from the Landlord were excessive, unwelcome, and intimidating. The Tenant did not, however, file contemporaneous documentary evidence such as emails, text messages, call logs, or third-party corroboration demonstrating a pattern of conduct that would meet the threshold of harassment within the meaning of section 22 of the 'Act'.
24. I explained to the Tenant that harassment requires more than conduct that is unpleasant, adversarial, or stressful. It requires evidence of a course of conduct that is coercive, threatening, or oppressive. I find that the Tenant's evidence consisted primarily of subjective impressions and conclusions rather than objective evidence of conduct rising to that level.
25. The Tenant further alleged that the Landlord entered the rental unit illegally. The Tenant's evidence on this issue was general in nature and lacked specificity regarding the precise date, time, manner of entry, and whether notice was given. No photographs, access logs, third-party testimony, or documentary records were submitted to substantiate an unlawful entry.
26. The Landlord denied any illegal entry and testified that all entries were either with proper notice or were lawful entries for inspection or maintenance purposes. The Landlord further testified that access to the unit was necessary in connection with responding to complaints raised by the Tenant.
27. In this case, the Board finds that the Tenant's evidence regarding illegal entry was vague, generalized, and lacking in corroboration. The Tenant did not provide details such as dates, times, or circumstances of the alleged unlawful entries. No photographs, written notes, witness evidence, or records of communication were filed. Without such particulars, the Board is unable to assess the credibility or accuracy of the allegations. By contrast, the Landlord's testimony was consistent with the requirements of sections 26 and 27 of the RTA, which allow for entry with proper notice, for maintenance, for inspection, or in response to issues raised by the Tenant. In the absence of reliable, specific, and corroborated evidence from the Tenant, I prefer the Landlord's evidence.
28. I further note that allegations of harassment and illegal entry are standalone causes of action typically brought through a Tenant application under section 29 of the RTA. Such applications require evidence that is concrete, detailed, and contemporaneous. While it is true that these issues may be raised under section 82 in response to an eviction application, the evidentiary standard does not change. To grant relief, the Board must be able to make clear findings of fact supported by reliable evidence. In this case, the allegations made by the Tenant were broad, lacking specificity, and unsupported by documentary or corroborating evidence. Without tangible proof—such as communication records, logs of entry, witness statements, photographs, or other documentation—the Board cannot substantiate findings of harassment or unlawful entry. Therefore, the Tenant's claims cannot succeed under section 82.
29. I find that the Tenant has not established, on a balance of probabilities, that the Landlord harassed the Tenant within the meaning of section 22 of the RTA, nor that the Landlord entered the rental unit unlawfully contrary to section 25. The evidence presented by the Tenant consisted largely of subjective impressions and generalized statements, rather

than objective and verifiable evidence. As a result, there is no basis to award monetary compensation or grant other remedial relief.

30. As a result, all claims raised by the Tenant under section 82 are dismissed. The Tenant has not met the evidentiary burden required to substantiate allegations of breach of maintenance obligations, harassment, or unlawful entry. These findings leave only the matter of eviction and section 83 to be considered.

Section 83 – Relief from Eviction

31. I requested both parties provide submissions on eviction, The Landlord requested the Board consider an 11-day standard order. The Tenant request to Board consider a two-month delay to fix the arrears. The Tenant stated that he has access to funds but prefers not to obtain a loan or enter into a structured payment plan.
32. A payment plan must be specific, credible, and capable of being performed. The Tenant declined to provide a monthly repayment proposal, did not identify dates or amounts he would pay, and did not demonstrate a concrete plan to eliminate the arrears within a reasonable timeline. Without a structured and reliable repayment schedule, I find it difficult and unrealistic to accept the Tenant's position, as he did not present any evidence to support his claims. All the potential outcomes proposed by the Tenant are hypothetical and may or may not occur. The Tenant failed to provide any evidence to substantiate these possible outcomes. I cannot find that the Tenant's proposal constitutes a viable plan that would justify further delaying enforcement of the eviction order. The Board requires more than a general statement that "funds are there", there must be an actual plan that can be relied upon. Lastly, it appears that the Tenant can no longer sustain living in this rental unit.
33. 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 January 30, 2026 pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$19,784.20 if the payment is made on or before January 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 January 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 January 30, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord **\$15,895.35.** 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 \$43.32 per day for the use of the unit starting 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 January 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 31, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 30, 2026, then starting January 31, 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 January 31, 2026.

March 16, 2026
Date Amended

Anthony Bruno
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 July 31, 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 January 30, 2026

Rent Owing To January 31, 2026	\$20,884.20
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,286.00
Total the Tenant must pay to continue the tenancy	\$19,784.20

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

Rent Owing To Hearing Date	\$18,280.70
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,286.00
Less the amount of the last month's rent deposit	- \$1,285.35
Total amount owing to the Landlord	\$15,895.35
Plus daily compensation owing for each day of occupation starting	\$43.32 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	