



Order under Section 69 Residential Tenancies Act, 2006

Citation: Windsor Essex Community Housing Corporation v Mosimann, 2026, ONLTB 23671

Date: 2026-03-27

File Number: LTB-L-108809-25

In the matter of: 2314, 920 OUELLETTE AVE
WINDSOR ON N9A1C8

Between: Windsor Essex Community Housing Corporation Landlord

And

Robert Mosimann Tenant

Windsor Essex Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Robert Mosimann (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 16, 2026.

The Landlord's Legal Representative, Madeline Whitworth, and the Tenant attended the hearing.

Preliminary:

Tenant requested an adjournment

1. The Tenant stated he met with a Landlord employee, Mathew Wickam, the Tenant liaison for the residential complex and discussed the Tenant's RGI amount. The Tenant claims at that time he was provided an RGI amount that was similar to the Landlord's claims in the application however, the Tenant stated the amount was incorrect based on the information Mathew Wickham had.
2. The Tenant stated he was told to return later to discuss the amount.
3. The Tenant stated as of the day of the hearing the RGI was incorrect, and he has not since met with Mathew Wickham.
4. The Tenant requested an adjournment to meet with Mathew Wickham to correct the RGI.
5. The Landlord's legal representative objected to the adjournment.

6. The Landlord's legal representative stated the RGI calculation is based on a review of the Tenant's information on January 26, 2026 and the amount the Landlord is seeking is correct.
7. The Landlord's legal representative stated that the Board does not have jurisdiction in accordance with section 203 of the Act to make determinations on RGI.
8. The Landlord's legal representative requested to proceed with the hearing.
9. With the totality of the evidence and submissions before me and in accordance with section 203 of the Act, I must deny the Tenant's request for an adjournment.
10. In my view I do not find it reasonable to adjourn the hearing. The Tenant's RGI review was performed January 26, 2026, almost two months prior to the hearing and the Tenant has had ample time prior to the hearing to address his claim of the miscalculation.
11. Therefore, the Tenant's request to adjourn is denied.

Tenant request to raise section 82 issues

12. At the hearing the Tenant made claims the Landlord is in breach of their maintenance obligation under the Act.
13. The Tenant requested to raise section 82 issues under the *Residential Tenancies Act*, 2006 (the "Act").
14. The Tenant did not submit a list of issues to the Board or provide a list in accordance with section 19.5 of the Board's Rules of Procedures that states:

A tenant who fails to provide the LTB and other parties with a written description of each issue they intend to raise at the hearing as required in Rule 19.4 shall not be permitted to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears unless the LTB is satisfied that the tenant could not comply with the requirements.

15. Based on the Tenant's submissions I am not satisfied that the Tenant has provided reasonable circumstances as to why he failed to comply with providing a list of the section 82 issues to the Board.
16. Therefore, the Tenant's request to raise his section 82 issues is denied.
17. The Tenant was informed that he may make submissions under section 83 for relief of eviction for his claims the Landlord is in breach.

Determinations:

18. 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.
19. As of the hearing date, the Tenant was still in possession of the rental unit.
20. The lawful rent is \$597.00. It is due on the 1st day of each month.
21. Based on the Monthly rent, the daily rent/compensation is \$19.63. This amount is calculated as follows: $\$597.00 \times 12$, divided by 365 days.
22. The Tenant has not made any payments since the application was filed.
23. The rent arrears owing to March 31, 2026, are \$8,514.00.
24. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
25. There is no last month's rent deposit.

Landlord submissions

26. The Landlord's position is the Tenant occupies an RGI unit. The Tenant submitted paperwork for his rental unit review on January 26, 2026 and the Landlord's calculation of RGI is lawful rent in the amount of \$597.00 as indicated in the N4 notice and the application.
27. The Landlord maintains the RGI calculation is correct based on the Tenant's review paperwork. The position of the Landlord is the arrears are substantial and have grown since August 2022 when the Tenant first went into arrears.
28. The Landlord's legal representative stated the LDL is amenable to a short delay of eviction to April 30, 2026 to allow the Tenant time to repay the arrears.

Tenant submissions

29. The position of the Tenant is the Landlord has errored in the RGI calculation and submits that approximately 30% of the arrears are due to the miscalculation and 70% the Tenant stated he is withholding due to his section 82 claims the Landlord is in breach of their maintenance obligations under the Act.

Analysis

30. As stated above the Board has no jurisdiction to make determinations on RGI rent claims.
31. Given the Tenant's submissions that a portion of the rent arrears are a result of what he believes is an RGI error, and the balance is rent he is withholding I find the Landlord has provided the allegations in the application for arrears.

Tenant's section 83(3)(a) claims; Landlord's breach of maintenance relief

32. The Tenant claims the Landlord is in breach of their maintenance obligations under section 83(3)(a).
33. The Tenant stated his rental unit is infested with bed bugs and the Landlord has failed to address the matter. The Tenant stated he first notified the Landlord approximately five months prior to the hearing.
34. The Tenant stated that initially there were "waves" of bed bugs coming through the walls and although as of the day of the hearing the issue has subsided there are still bed bugs in the rental unit.
35. The Landlord's legal representative stated that the Landlord is aware of the Tenant's claims, and the Landlord has attempted to address the issue through pest control treatments, but the Tenant has prevented the Landlord from performing the treatments.
36. The Landlord's legal representative stated the Tenant does not agree with the Landlord's treatment to eradicate the bed bugs by performing spray applications to the rental unit which is preventing the Landlord the ability to meet their obligations to address the issue.

Analysis

37. In *Onyskiw v. CJ, M Property Management*, 2016 ONCA 477 (CanLII), the Court of Appeal held that the Board ought to apply a contextual approach in determining whether a landlord has breached its maintenance obligations under the Act. A landlord will not be responsible for breaching its obligations if, after considering all of the circumstances, it is found that the landlord addressed the maintenance issues in a reasonable manner.
38. Section 16 of the Act requires that a tenant or Landlord must take steps to mitigate loss. Section 16 of the Act reads as follows:
- When a landlord or a tenant becomes liable to pay any amount as a result of a breach of a tenancy agreement, the person entitled to claim the amount has a duty to take reasonable steps to minimize the person's losses.
39. The Board's Interpretation Guideline 5: Breach of Maintenance Obligations, clarifies that a landlord may choose how to repair or address a problem. The Tenant cannot insist that specific actions are undertaken, and the Tenant does not have a right to insist on a

standard of perfection regarding repairs or methods of addressing issues. Although the Interpretation Guidelines are not binding upon me, I find this principle to be persuasive and I have applied it to my analysis, of the claims made by the Tenant.

40. The Tenant stated that he does not agree with the Landlord's treatment of performing spraying in the rental unit due to health concerns he has regarding the effects of the spray treatment on his health. The Tenant stated he is performing his own non-toxic applications to address the issue.
41. I accept that the Tenant has properly put the Landlord on notice of the bed bug issue, and I also find that Landlord has responded in a reasonable time and in a reasonable manner.
42. I do not find the Tenant's actions reasonable in preventing the Landlord from properly addressing the bed bug issue, and the Tenant's position his treatments are the preferred method.
43. As stated above the Tenant is not entitled to determine how a Landlord addresses maintenance issues and in my view the Tenant is prolonging the remediation by preventing the Landlord the opportunity to address his issues.
44. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord is not in breach of their maintenance obligations under the Act.
45. Therefore, the Tenant's claims under section 83(3)(a) are dismissed.

Delay of eviction

46. The Tenant requested the Board consider a delay of eviction to June 30, 2026 affording the Tenant the opportunity to sort out his RGI or find alternative housing.
47. Given the duration of the arrears and the ample time the Tenant has had to address his dispute with the RGI I find that a June 30, 2026 delay to be prejudicial to the Landlord, however I find it reasonable that the Tenant be afforded a short delay as requested by the Landlord.
48. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant 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.
49. This order contains all reasons for the determinations and order made. No further reasons will be issued.

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:**
 - \$8,700.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$9,297.00 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 \$8,417.08. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$19.63 per day for the use of the unit starting March 17, 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 27, 2026
Date Issued

Greg Brocanier
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	\$8,514.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,700.00

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	\$9,111.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,297.00

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

Rent Owing To Hearing Date	\$8,231.08
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$8,417.08
Plus, daily compensation owing for each day of occupation starting March 17, 2026	\$19.63 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	