



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-106682-25

In the matter of: 1, 352 CALEDONIA RD
YORK ON M6E4T6

Between: Teresita Limon Landlords
Grandville Maxwell

And

Kanista McAfee Tenants
Dwane Banfield

Teresita Limon (the 'Landlords') applied for an order to terminate the tenancy and evict Kanista McAfee and Dwane Banfield (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 26, 2026.

The Landlords' legal representative, Joseph Behar, the Landlords' agent, Delia Reuben and the Tenant, Kanista McAfee on behalf of both Tenants attended the hearing.

Determinations:

Preliminary Issues

Amending the application

1. At the hearing I raised the issue that only Teresita Limon was named as a Landlord to the application, however the N4 Notice of termination ('N4 notice') indicated that both Teresita Limon and Grandville Maxwell were named as Landlords issuing the N4 notice. The Landlord's legal representative confirmed that both Landlords named on the N4 notice are Landlords to the tenancy agreement, and as such I find it appropriate to amend the application to identify both Landlords as applicants to the application.

Issues a Tenant can raise

2. The Tenants uploaded a photograph to the Tribunals Ontario Portal (TOP) three days prior to the hearing, and stated that there were maintenance issues in the rental unit which included a cockroach infestation as well as no hot water or heating.

3. In order for a Tenant to raise issues under Section 82(1) of the *Residential Tenancies Act, 2006* (the "Act") the Tenant must comply with the requirements of the Act. Section 82(1) and 82(2) state the following:

82 (1) At a hearing of an application by a landlord under section 69 for an order terminating a tenancy and evicting a tenant based on a notice of termination under section 59, the Board shall permit the tenant to raise any issue that could be the subject of an application made by the tenant under this Act if the tenant,

- (a) complies with the requirements set out in subsection (2); or
- (b) provides an explanation satisfactory to the Board explaining why the tenant could not comply with the requirements set out in subsection (2)

And;

82(2) The requirements referred to in subsection (1) are the following:

- 1. The tenant shall give advance notice to the landlord of the tenant's intent to raise the issue at the hearing.
- 2. The notice shall be given within the time set out in the Rules.
- 3. The notice shall be given in writing and shall comply with the Rules

4. Rule 19.4 and 19.5 of the Board's Rules of Procedures states:

19.4 Unless the LTB has directed or ordered otherwise, a tenant who intends to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears shall provide the other parties and the LTB with the following at least 7 days before the scheduled CMH or hearing:

- 1. a written description of each issue the tenant intends to raise; and
- 2. a copy of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing.

19.5 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.

5. The Tenant stated that she had approximately 82 photos, however, stated that she is a traumatized individual and thought she uploaded all 82 photos.
6. I am not satisfied that the Tenants have complied with the requirements to raise issues under section 82 of the Act.
7. Section 82(1) of the Act permits a tenant to raise issues that could form the basis of a tenant application at a hearing, provided the tenant complies with the requirements set out in section 82(2), or provides a satisfactory explanation for failing to do so. These

requirements include providing advance written notice to the landlord within the time prescribed by the Board's Rules.

8. Pursuant to Rules 19.4 and 19.5 of the Board's Rules of Procedure, a tenant intending to raise such issues must provide both the Board and the landlord, at least seven days prior to the hearing, with a written description of each issue to be raised and copies of all supporting evidence. A tenant who fails to comply with these requirements shall not be permitted to raise such issues unless the Board is satisfied that the tenant could not comply.
9. In this case, the Tenants uploaded a photograph to the Tribunals Ontario Portal only three days prior to the hearing. The Tenants did not provide a written description of the issues they intended to raise, nor did they provide their evidence within the required timeline. While the Tenant stated that she had approximately 82 photographs and believed they had been uploaded, I find that this does not constitute a satisfactory explanation for failing to comply with the mandatory notice and disclosure requirements.
10. As a result, I am not satisfied that the Tenants met the requirements of section 82 of the Act or provided a sufficient explanation for their non-compliance. Accordingly, the Tenants are not permitted to raise these issues at the hearing. However, the Tenants maintain the right to file their own application regarding issues in the tenancy.

N4 Notice of termination

11. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
12. As of the hearing date, the Tenants was still in possession of the rental unit.
13. The lawful rent is \$2,500.00. It is due on the 5th day of each month.
14. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: $\$2,500.00 \times 12$, divided by 365 days.
15. The Tenants has not made any payments since the application was filed.
16. The rent arrears owing to March 4, 2026 are \$12,500.00.
17. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. There is no last month's rent deposit.
19. At the hearing, the Landlords' legal representative requested a standard 11-day eviction order, submitting that the Tenants have made no payments toward either the arrears or ongoing rent since the application was filed, and that the arrears are significant.

20. The Landlords' legal representative further submitted that the Tenants' failure to pay rent has caused financial strain, as the Landlords continue to carry a mortgage on the rental property and are experiencing difficulty meeting their financial obligations.
21. The Tenant did not dispute the amount of arrears owing but stated that rent was withheld due to concerns regarding a cockroach infestation and issues with vital services. The Tenant advised that she has resided in the rental unit since July 2025 with her 7-year-old grandson and her 36-year-old son, who has autism. The Tenant requested a 60-day extension of the termination date.
22. The Tenants' combined monthly income is approximately \$1,042.00, consisting of benefits received through the Ontario Disability Support Program.
23. I am satisfied that the Landlords have established that the Tenants are in substantial arrears of rent and that no payments have been made since the application was filed. While I have considered the Tenants' personal circumstances, including the presence of dependants and their fixed income, the Tenants' monthly income is significantly lower than the monthly rent, and there is no evidence before me to suggest that the arrears can be addressed within a reasonable period of time. Accordingly, I am not satisfied that the tenancy is viable.
24. I have also considered the Tenant's request for a 60-day extension. However, given the significant arrears and the absence of any payments, as well as the issuance date of this Order, such a delay would result in further prejudice to the Landlords, who are already experiencing financial hardship.
25. 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 Landlords attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$17,686.00 if the payment is made on or before April 18, 2026, minus any rent payments or compensation paid by the Tenants . See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after April 18, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants does not pay the amount required to void this order the Tenants must move out of the rental unit on or before April 18, 2026.**

5. If the Tenants does not void the order, the Tenants shall pay to the Landlords \$11,994.18, minus any rent payments or compensation paid by the Tenants. 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 Tenants shall also pay the Landlords compensation of \$82.19 per day for the use of the unit starting February 27, 2026 until the date the Tenants moves out of the unit.
7. If the Tenants does not pay the Landlords the full amount owing on or before April 18, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 19, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 18, 2026, then starting April 19, 2026, the Landlords 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 Landlords on or after April 19, 2026.

April 7, 2026
Date Issued

Christina Philp
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 October 19, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before April 18, 2026

Rent Owing To May 4, 2026	\$17,500.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$17,686.00

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

Rent Owing To Hearing Date	\$11,808.18
Application Filing Fee	\$186.00
Total amount owing to the Landlords	\$11,994.18
Plus daily compensation owing for each day of occupation starting February 27, 2026	\$82.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	