



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-077867-25

In the matter of: 491 PEARL ST
BURLINGTON ON L7R2N4

Between: MICHAEL O`SULLIVAN Landlord

And

DAVID GIBSON Tenants
MARSHALL DEHAMILTON

MICHAEL O`SULLIVAN (the 'Landlord') applied for an order to terminate the tenancy and evict DAVID GIBSON and MARSHALL DEHAMILTON (the 'Tenants') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

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

The Landlord and the Tenant David Gibson attended the hearing although the Tenant disconnected from the hearing at 9:59 a.m. and did not return.

All references to Tenant in the singular in this order refer to the Tenant David Gibson.

Determinations:

Preliminary Issue: Tenant's Section 82 Issues

1. The Tenant seeks to pursue his own claims pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act').
2. That provision says that the Tenant shall be permitted to raise any issue that could be the subject of an application if the Tenant complies with the notice requirements under the Act or provides an explanation satisfactory to the Board explaining why the Tenant could not comply. Section 82(2) of the Act requires a Tenant to give advance written notice to the Landlord and to the Board of the Tenant's section 82 issues. Pursuant to Rule 19.4 of the Board's Rules of Procedure, the Tenant must do so at least 7 days prior to the hearing.

3. The Tenant has not complied with s. 82 of the Act. The Tenant served his materials via flash drive on the Landlord a few days prior and asserts a similar flash driver was sent to the Board and that only portion of his materials has been uploaded into Tribunals Ontario's Portal ('TOP').
4. The Tenant also failed to offer any explanation as to why he could not comply with the requirement to file and serve the Landlord his section 82 claims at least 7 days in advance. The Board's records show the Board sent notice of this hearing date via email to the Tenant on January 8, 2026 along with information about filing section 82 claims. That means the Tenant had ample time to meet the seven day deadline and serve the Landlord if he wished to proceed with his section 82 issues at the hearing of this application.
5. As the Tenant has not met the requirements of s. 82 for proceeding with his claims on this application and has failed to establish he could not comply, those claims shall not be considered.
6. After denying the Tenants request to pursue claims pursuant to Section 82 of the Act the Tenant stated that there was no point in remaining for the hearing and disconnected from the zoom hearing at 9:59 a.m. The matter was held down to provide the Tenant an opportunity to return. As of 10:30 a.m. the Tenant did not re-attend the zoom hearing and the matter proceeded with only the Landlord's evidence.

L1 Application

7. 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.
8. The Tenant was in possession of the rental unit on the date the application was filed.
9. The Tenant vacated the rental unit on October 20, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
10. The lawful rent is \$3,690.00. It was due on the 1st day of each month.
11. The Tenant has not made any payments since the application was filed.
12. The rent arrears owing to October 20, 2025 are \$13,406.40.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$3,600.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
15. Interest on the rent deposit, in the amount of \$200.96 is owing to the Tenant for the period from July 28, 2023 to October 20, 2025.

L2 Application

16. As the Tenants had previously vacated the rental unit the Landlord did not proceed with their L2 application. The Landlord sought to withdraw the application and I consented to the request.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of October 20, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$9,791.44. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before April 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 21, 2026 at 4.00% annually on the balance outstanding.

April 9, 2026
Date Issued

Sean Ramage
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$13,406.40
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,600.00
Less the amount of the interest on the last month's rent deposit	- \$200.96
Total amount owing to the Landlord	\$9,791.44