



Order under Section 69 Residential Tenancies Act, 2006

Citation: MSANF Inc. v Riley, 2026 ONLTB 28362

Date: 2026-04-07

File Number: LTB-L-008107-26

In the matter of: 3, 4525 MORRISON ST
NIAGARA FALLS ON L2E2B6

Between: MSANF Inc. Landlord

And

Joshua Riley Tenant

MSANF Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Joshua Riley (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 2, 2026.

The Landlord's Agent Phil Ritchie and the Tenant attended the hearing. The Tenant declined to speak to Tenant Duty Counsel prior to the start of this proceeding.

At the hearing, the parties before the LTB consented to the following order. I was satisfied that the parties understood the consequences of their consent. The parties consented to the arrears as of the date of this proceeding, and the eviction date and standard sheriff clauses.

The Tenant wished to bring forward s82 issues/claims to set off the agreed upon rental arrears, however there was a preliminary issue/objection from the Landlord's Agent.

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 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 March 24, 2026 - which were subsequently posted to the Tribunals Ontario Portal ('TOP') on the same date.
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's Agent objected to the Tenant being permitted to raise any issues under s. 82. The Landlord's Agent advised he did not get any materials from the Tenant and submitted it was only during the hearing he was aware that the Tenant had sent materials to the Board that were subsequently posted to TOP on March 24, 2026.
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 his list of section 82 issues and all materials on which they intended to rely to the Landlord on or before March 26, 2026. This was not done on a balance of probabilities from the submissions made by all parties, as I prefer the evidence of the Landlord's Agent to that of the Tenant.
8. Absent a satisfactory explanation as to why the Tenant could not have done so, the Tenant is not able to raise his issues under s. 82. Additionally, unless ordered otherwise, the Tenant may not rely on their materials that he brought forward during the proceeding.
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 February 27, 2026. 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 his materials to the Landlord and LTB. The s. 82 claims and disclosure were ultimately completed and uploaded to TOP but not provided to the Landlord, the Tenant alleged he emailed the Landlord, however, did not provide any evidence to substantiate this claim.
11. As a result, the Tenant 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 March 24, 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 \$1,161.10. It is due on the 1st day of each month.
15. Based on the Monthly rent, the daily rent/compensation is \$38.17. This amount is calculated as follows: $\$1,161.10 \times 12$, divided by 365 days.
16. The Tenant has not made any payments since the application was filed.
17. The rent arrears owing to April 30, 2026 are \$5,752.86.
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 \$1,106.00 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 \$74.77 is owing to the Tenant for the period from June 1, 2023 to April 2, 2026.

It is ordered on consent 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:**
 - \$5,938.86 if the payment is made on or before April 15, 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 15, 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 15, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,673.33. 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 \$38.17 per day for the use of the unit starting April 3, 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 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 16, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 15, 2026, then starting April 16, 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 April 16, 2026.

April 7, 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 October 16, 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 April 15, 2026

Rent Owing To April 30, 2026	\$5,752.86
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$5,938.86

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

Rent Owing To Hearing Date	\$4,668.10
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,106.00
Less the amount of the interest on the last month's rent deposit	- \$74.77
Total amount owing to the Landlord	\$3,673.33
Plus daily compensation owing for each day of occupation starting April 3, 2026	\$38.17 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	