



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-008752-26

In the matter of: 1, 227 REGENT ST
KINGSTON ON K7L4K5

Between: 2165896 Ontario Ltd Landlord

And

Sarah Doughty Tenants
April Robbins

2165896 Ontario Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Sarah Doughty and April Robbins (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 8, 2026.

The Landlord's Agent, Katrin Esco, the Landlord's Legal Representative, Evgeny Aptekar and the Tenants attended the hearing.

Determinations:

Section 82 Issues

1. The Tenants sought to raise issues they could bring in their own application pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act').
2. The Tenants have not provided any of the evidence they intend to rely upon to either the Landlord or the Board on this matter nor have they provided any written description of the issues they intend to raise.
3. Section 82 of the *Residential Tenancies Act, 2006* (the 'Act') states that:
 - (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).

(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 19.1 of the Landlord and Tenant Board's Rules of Procedure states further that:

Unless the LTB has directed or ordered otherwise, all parties to a matter that has been scheduled for a CMH or a hearing must provide the other parties and the LTB with a copy of all documents, pictures and other evidence that the party intends to rely upon at least 7 days before the CMH or hearing. The evidence must be provided to the other parties using one of the methods of service identified in the RTA or Rule 3.

5. Rule 19.7 states that a party who fails to comply with Rule 19 or an order or direction for disclosure may not rely on the evidence that was not disclosed as directed or ordered, unless otherwise ordered.
6. As the Tenants have not provided the Landlord or the Board with any written description of the issues they intends to raise, I found that it was unfairly prejudicial to hear the section 82 issues. The Tenants have filed their own application and they may pursue these claims in their application when the matter is scheduled to be heard by the Board.

Non=Payment of Rent

7. The Landlord 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.
8. As of the hearing date, the Tenants were still in possession of the rental unit.
9. The lawful rent is \$2,875.00. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$94.52. This amount is calculated as follows: \$2,875.00 x 12, divided by 365 days.
11. The Tenants have paid \$1,800.00 to the Landlord since the application was filed.
12. The rent arrears owing to April 30, 2026 are \$14,800.00.

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 \$2,875.00 from the Tenants 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.
15. Interest on the rent deposit, in the amount of \$71.46 is owing to the Tenants for the period from February 1, 2025 to April 8, 2026.
16. 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 Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
17. The Tenants testified that they are not able or willing to pay the rent and sought an order granting until April 16, 2026 for the Tenants to move out.
18. The Tenants submit that there were serious breaches of the Landlord's responsibilities that warrant mandatory relief from eviction.
19. Section 83(3)(a) of the Act requires the Board to refuse to grant the landlord's application for eviction where the Landlord is in serious breach of the Landlord's responsibilities or any material covenant in the tenancy. As such, I considered the Tenants' submissions regarding the ongoing maintenance issues in order to determine whether to deny eviction.
20. The Tenants testified that there were maintenance issues with their fridge, the lights in a bedroom in the rental unit, a lack of heat in the rental unit. However, as of the date of the hearing, these issues were not ongoing. As the Landlord was not currently in breach on these issues, I did not find that they warrant mandatory relief from eviction.
21. The Tenants also submit that they have toxic black mold in the property but did not lead any evidence to support their assertion that there is a serious ongoing breach with regards to mold in the unit. As such, I am not satisfied on a balance of probabilities that the Landlord is in serious breach of the Act within the meaning of section 83(3)(a).
22. The Tenantss are not precluded from raising these issues in their own application against the Landlord about maintenance.
23. With regards to whether to grant relief from eviction in the form of either a payment plan or a delay of eviction, the Tenants did not seek an order for a payment plan and I was not satisfied that the Tenants are able and willing to pay the monthly rent. As a result, I find it would be unfair to grant relief from eviction in the form of a payment plan. With regards to whether to postpone eviction, the Tenants have lived in the rental unit since February 1, 2025. In the one year tenancy, the Tenants have accrued rent arrears of almost \$15,000.00.
24. The Landlord's Agent, Katrin Esco ('KE') testified that the Landlord has had difficulty maintaining bills for the mortgage and utilities as a result of the Tenants' failure to pay the rent.

25. I find that it would be unfair in the circumstances to postpone eviction any further.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$14,986.00 if the payment is made on or before April 24, 2026. 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 have paid the full amount owing as ordered plus any additional rent that became due after April 24, 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 do not pay the amount required to void this order the Tenants must move out of the rental unit on or before April 24, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$9,920.70. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$94.52 per day for the use of the unit starting April 9, 2026 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before April 24, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 25, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 24, 2026, then starting April 25, 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 25, 2026.

April 13, 2026
Date Issued

Christopher Lin
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 25, 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 24, 2026

Rent Owing To April 30, 2026	\$16,600.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$1,800.00
Total the Tenants must pay to continue the tenancy	\$14,986.00

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

Rent Owing To Hearing Date	\$14,481.16
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$1,800.00
Less the amount of the last month's rent deposit	- \$2,875.00
Less the amount of the interest on the last month's rent deposit	- \$71.46
Total amount owing to the Landlord	\$9,920.70
Plus daily compensation owing for each day of occupation starting April 9, 2026	\$94.52 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	