



Order under Section 69 Residential Tenancies Act, 2006

Citation: GIRGUIS v YANY, 2026 ONLTB 29844

Date: 2026-04-17

File Number: LTB-L-020109-26

In the matter of: BASEMENT, 5614 PALMERSTON CRES
MISSISSAUGA ON L5M5Y6

Between: ALBER GIRGUIS Landlord

And

JOHN YANY Tenant

ALBER GIRGUIS (the 'Landlord') applied for an order to terminate the tenancy and evict JOHN YANY (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord, the Landlord's Legal Representative, Christopher Williams, and the Tenant attended the hearing.

The Tenant spoke to Tenant Duty Counsel prior to the hearing.

The Tenant advised he requested the hearing in French and that was an error. Therefore, the hearing was conducted in English, and no French order will follow.

Determinations:

Section 82 Issues

1. The Tenant wanted to raise maintenance issues about a door and a heating issue that occurred in December 2025.
2. Pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'), during a rent arrears hearing tenants are permitted to raise any issue that could be the subject of a tenant application if the tenant complies with the disclosure requirements 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 notice to the Landlords of the

Tenant's intent to raise the issue at the hearing and this notice shall be in writing. Pursuant to Board Rule of Procedure 19.4, a Tenant must provide the list of s.82 issues and the supporting evidence to the Landlords and the Board at least 7 days before the hearing.

3. The notice of hearing that the Tenant received for this hearing is accompanied by documents, one of which includes a blank form that the Tenant could have completed to disclose any Tenant issues which include what remedy the Tenant is requesting. The Tenant was therefore made aware of the section 82 disclosure requirements. The Tenant failed to provide to the Board and to the Landlord the form and failed to indicate what specific remedy was sought for those two issues. The Tenant did not offer a satisfactory reason for not complying with them.
4. As such, I did not permit the Tenant to raise the maintenance issues and make no determination regarding the section 82 issues. However, this does not preclude the Tenant from bringing his own application to the Board regarding these issues.

T2/T6 Application LTB-T-074077-25

5. On September 5, 2025, the Tenant filed a T2/T6 application, LTB-T-074077-25. On March 4, 2026, the Landlord filed this L1 application. On March 18, 2026, the Tenant requested both applications be heard together, and on March 20, 2026, that request was granted by the Board.
6. On the date of the hearing, I completed the hearing for the L1 portion and therefore will issue a final order respecting the Landlord's claim for rent arrears. With respect to the Tenant's T2/T6 application, a hearing on the merits was not held but I conducted an Adjudicative Case Conference. I have issued a separate interim order for the T2/T6 application and that matter is now directed to a merit hearing. I am not seized of the T2/T6 application.

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. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The parties agree that lawful rent is \$1,600.00. It is due on the 1st day of each month.
10. The parties agree that part of the rental agreement included a separate subsequent charge of \$120.00 for utilities that is due on or before the first day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$52.60. This amount is calculated as follows: \$1,600.00 x 12, divided by 365 days.
12. The Tenant has not made any payments since the application was filed.
13. The parties agree the rent arrears owing to April 30, 2026 are \$3,635.47.

14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$1,600.00 from the Tenant and this deposit is still being held by the Landlord.
16. The Landlord acknowledges he collected an illegal charge in the amount of \$120.00 on April 22, 2025 for an advance payment of the utilities that would have been due and owing on the last month of tenancy. That amount shall be deducted from the amount owing.
17. Interest on the rent deposit, in the amount of \$32.40 is owing to the Tenant for the period from April 22, 2025 to April 8, 2026.
18. Therefore, the total amount the Tenant owes to the Landlord up to April 30, 2026 is \$2,069.07 after the rent deposit, interest, and illegal charge have been deducted.
19. As there is an ongoing T2/T6 application with the Board (LTB-T-074077-25) which could result in a rent abatement being awarded to the Tenant, the arrears Tenant owes to the Landlord for this application cannot be enforced until such time the Board has issued a final order with respect to the T2/T6 application.
20. The parties agree that the Tenant served the Landlord with a Tenant's Notice to End the Tenancy (N9) with a date of termination of April 30, 2026. The Tenant advised he has found a new place to live and will be vacating on or before that date. Therefore, as agreed by the parties, the tenancy shall terminate on April 30, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of April 30, 2026. The Tenant must vacate the rental unit on or before April 30, 2026.
2. 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.
3. 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.
4. The Tenant owes to the Landlord \$2,069.07 up to April 30, 2026. Please see schedule 1 for the breakdown of the amount owing.
5. As there is an ongoing T2/T6 application with the Board (LTB-T-074077-25), the money the Tenant owes to the Landlord as per paragraph 4 of this order cannot be enforced until such time the Board has issued a final order with respect to the T2/T6 application.
6. If money is still owing from the Tenant after Board order LTB-T-074077-25 is issued, interest shall start 11 days after that order is final and the monies owing shall bear interest at the post-judgement interest rate as determined under subsection 127 of the *Courts of Justice Act*.

April 17, 2026

Date Issued

Paula West Oreskovich

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 as the tenancy is terminated

Rent Owing To April 30, 2026	\$3,635.47
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,600.00
Less the amount of the interest on the last month's rent deposit	- \$32.40
Less the illegal advance utility charge	-120.00
Total amount owing to the Landlord	\$2,069.07