



Order under Section 69 Residential Tenancies Act, 2006

Citation: Agombar v Scott, 2026, ONLTB 30225

Date: 2026-04-14

File Number: LTB-L-006644-26

In the matter of: 6, 2605 VICTORIA AVE E
THUNDER BAY ON P7C1E8

Between: Lyndon Agombar Landlord

And

Sonia Scott Tenant

Lyndon Agombar (the 'Landlord') applied for an order to terminate the tenancy and evict Sonia Scott (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 9, 2026.

The Landlord and the Tenant attended the hearing.

Preliminary Issue:

Request to adjourn

1. The Tenant's request to adjourn the hearing was denied for the reasons that follow.
2. The Tenant requested to adjourn the hearing as she was unable to raise her s.82 issues prior to the hearing. The Tenant claims she only received the Notice of Hearing yesterday.
3. Section 82 of the *Residential Tenancies Act, 2006* (the 'Act') provides that a Tenant shall be permitted to raise any issue that could be the subject of an application if the Tenant complies with the disclosure requirements or provides a satisfactory explanation as to why they could not comply with the disclosure requirements.
4. The Act requires a Tenant to give advance notice of the issues to the Landlord within the time set out in the Rules. The Board's Rules require that disclosure must be made to the Landlord and the Board as soon as possible but no later than 7 days before the hearing of the Landlord's application.
5. The Tenant submitted no disclosure to the Board or the Landlord prior to the hearing. The Tenant claims she only received the Notice of Hearing yesterday. The reason for that is

that her mail is not delivered at the rental unit address. The Tenant does not have mail forwarding setup but chooses to provide a different mailing address to whomever she expects mail from. The Tenant believes that the upstairs Tenant also takes her mail. The Tenant also testified that she just returned from her work in Alberta yesterday.

6. The Landlord testified that he has installed a new locked mailbox at the rental unit and has given the key to the Tenant. The Tenant's mail is deliverable at the rental unit.
7. The Board's records show that the Notice of Hearing was mailed to the Tenant's address on March 5, 2026, deemed served on March 10, 2026. I am not satisfied that the Tenant did not receive the Notice of Hearing due to error by the Board. It is the Tenant's own testimony that she was away since March for work in Alberta and only returned yesterday.
8. I find it would be procedurally unfair and prejudicial to the Landlord to permit the Tenant to raise issues under section 82 at this hearing given the Tenant's lack of proper disclosure, which affects the Landlord's ability to know the case to be met. The Tenant is not precluded from bringing their own separate application to address these issues.

Request for closed hearing

9. The Tenant also requested a closed hearing as she did not want a public hearing for safety reasons. The Tenant believes that her address and personal details should not be discussed in public as she is a woman.
10. Hearings at the Tribunal are generally open to the public, in accordance with section 9 of the Statutory Powers Procedure Act ("SPPA") and the open court principle.
11. As open hearings are consistent with section 2(b) of the Charter of Rights and Freedoms, excluding the public from a hearing will be exceptional. The Tribunal may hold the hearing in the absence of the public only in very limited circumstances set out in s. 9(1) of the SPPA, where the tribunal is of the opinion that:
 - a. matters involving public security may be disclosed; or
 - b. intimate financial or personal matters or other matters may be disclosed at the hearing of such a nature, having regard to the circumstances, that the desirability of avoiding disclosure thereof in the interests of any person affected or in the public interest outweighs the desirability of adhering to the principle that hearings be open to the public.
12. Rule 7.7 of the Landlord and Tenant Board rules of practice and procedure reflects s. 9(1) of the SPPA and permits the Tribunal to restrict public access to the hearing on the same grounds.
13. The test established by the Supreme Court of Canada in *Sherman Estate v. Donovan*, [2021 SCC 25 \(CanLII\)](#) for discretionary limits on court openness provides further guidance when considering whether to override the principle that tribunal hearings should be open to the public. In order to succeed, the person asking a court to exercise discretion in a way that limits the open court presumption must establish that:

i. court openness poses a serious risk to an important public interest; ii. the order sought is necessary to prevent this serious risk to the identified interest because reasonably alternative measures will not prevent this risk; and iii. as a matter of proportionality, the benefits of the order outweigh its negative effect.

14. The person seeking to restrict access has the onus to displace the general rule of openness. The open court principle takes primacy over privacy interests; exceptions to openness must be proven on a case-by-case basis.
15. I understand the desire to protect the Tenant's privacy; however, I do not find that the threshold for a closed hearing has been met. None of the factors in the above test were established. The hearing was heard in an open hearing room.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,300.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$42.74. This amount is calculated as follows: \$1,300.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The parties agree that the rent arrears owing to April 30, 2026, are \$6,500.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,300.00 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.
9. Interest on the rent deposit, in the amount of \$21.17 is owing to the Tenant for the period from July 1, 2025, to April 9, 2026.
10. 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 Tenant and find that it would not be unfair to postpone the eviction until May 31, 2026, pursuant to subsection 83(1)(b) of the Act.
11. The Tenant testified that she was not working earlier which is what caused the arrears, but she had started working again. The Tenant has not received a paycheck yet but once she does, she would be able to pay off the arrears. The Tenant may also want to end the

tenancy but would like time until May 31, 2026, to pay off the arrears and move out. The Landlord agreed to give the Tenant additional time.

It is ordered 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:**
 - \$6,686.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$7,986.00 if the payment is made on or before May 31, 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 May 31, 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 May 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,449.49. 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 \$42.74 per day for the use of the unit starting April 10, 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 May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 31, 2026, then starting June 1, 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 June 1, 2026.

April 14, 2026
Date Issued

Sheena Brar
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 December 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 to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$6,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,686.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing To May 31, 2026	\$7,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,986.00

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

Rent Owing To Hearing Date	\$5,584.66
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,300.00
Less the amount of the interest on the last month's rent deposit	- \$21.17
Total amount owing to the Landlord	\$4,449.49
Plus, daily compensation owing for each day of occupation starting April 10, 2026	\$42.74 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	