



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

File Number: LTB-L-008010-26

In the matter of: 302, 294 FRONT ST
BELLEVILLE ON K8N2Z8

Between: THE SACCO GROUP LTD. Landlord

And

RORY REICHINGER Tenant

THE SACCO GROUP LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict RORY REICHINGER (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 16, 2026.

The Landlord's Legal Representative, Jamina Bhatnagar, and the Tenant attended the hearing. The Tenant spoke to Tenant Duty Counsel prior to the start of this proceeding.

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 17, March 26, March 27, March 30, March 31, April 4, and April 6, and April 14, 2026 - which were subsequently posted to the Tribunals Ontario Portal ('TOP') on those days.
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 Representative objected to the Tenant being permitted to raise any issues under s. 82. The Landlord's Representative advised she nor the Landlord did not get any materials from the Tenant and submitted it was only during the hearing she was aware that the Tenant had sent further and amended materials to the Board that were subsequently posted to TOP. The Landlord's Legal Representative did submit that the Landlord

received an incomplete list of Issues the Tenant Can Raise Form, that the Tenant confirmed he amended and completed properly and uploaded to TOP.

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 April 9, 2026. This was not done.
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.
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 emailed to the Tenant on February 6, 2026. Approximately 1.5 months prior to the hearing. The Tenant acknowledged receiving the same.
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 1.5 months 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 only, other than an incomplete Form. The Tenant submitted he did serve via email; however, he did not provide evidence of the same prior to this hearing pursuant to Rule 19. The Landlord Legal Representative submitted this was not the case, and on a balance of probabilities I preferred the Landlord's position to that of the Tenant.
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 by uploading the same to TOP. The Tenant remains free to seek legal advice and/or pursue any timely issues that may form the subject of a tenants' 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 \$755.00. It is due on the 1st day of each month.
15. Based on the Monthly rent, the daily rent/compensation is \$24.82. This amount is calculated as follows: $\$755.00 \times 12$, divided by 365 days.
16. The Tenant has paid \$1,180.00 to the Landlord since the application was filed.
17. The rent arrears owing to April 30, 2026 are \$2,764.46.
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 \$760.00 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 \$134.76 is owing to the Tenant for the period from June 20, 2016, to April 16, 2026.
21. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until June 30, 2026 pursuant to subsection 83(1)(b) of the Act. This extension of time accounts for both parties' evidence in relation to their financial circumstances.
22. The Landlord's Legal Representative submitted that the parties have attempted to work out a payment plan to no avail, since the application was filed. The Tenant's evidence in relation to entering a payment plan illustrated that a payment plan would not be viable given the Tenant's current employment status and financial circumstances specifically that his income sources are less than the lawful monthly rent. The Tenant would have difficulty covering the monthly rent, their other expenses, let alone the arrears.
23. The Tenant further testified that he expected to start new job in the coming month, and sought a delayed eviction of 3-4 months. The Landlord's Legal Representative submitted that the arrears are causing the Landlord financial difficulties, and that the Landlord relies on rent to pay expenses for the rental complex.
24. The extension of time will provide the Tenant time to secure his future income sources/funds or to find a new place to live.

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:**
 - \$2,950.46 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$3,705.46 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$4,460.46 if the payment is made on or before June 30, 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 June 30, 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 June 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$1,697.82. 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 \$24.82 per day for the use of the unit starting April 17, 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 June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.

April 24, 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 January 1, 2027 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	\$3,944.46
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,180.00
Total the Tenant must pay to continue the tenancy	\$2,950.46

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	\$4,699.46
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,180.00
Total the Tenant must pay to continue the tenancy	\$3,705.46

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$5,454.46
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,180.00
Total the Tenant must pay to continue the tenancy	\$4,460.46

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

Rent Owing To Hearing Date	\$3,586.58
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,180.00
Less the amount of the last month's rent deposit	- \$760.00
Less the amount of the interest on the last month's rent deposit	- \$134.76
Total amount owing to the Landlord	\$1,697.82
Plus daily compensation owing for each day of occupation starting April 17, 2026	\$24.82 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

