



Order under Section 69 Residential Tenancies Act, 2006

Citation: Greater Sudbury Housing Corporation v Tennant, 2026 ONLTB 30095

Date: 2026-04-23

File Number: LTB-L-009787-26

In the matter of: 1, 57 CABOT ST
SUDBURY ON P3C4K2

Between: Greater Sudbury Housing Corporation Landlord

And

Kerry Tennant Tenant

Greater Sudbury Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Kerry Tennant (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's Agent, Marcelle Dubois, the Tenant, and the Tenant's Support Person, Jenna Barnes, attended the hearing.

Preliminary Issue:

1. The Tenant wished to raise their own issues pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). For the reasons that follow, the Tenant was not permitted to raise these issues at the hearing.
2. Section 82 of 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.
3. 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.
4. The Tenant submitted multiple documents to Tribunals Ontario Portal on April 8, 2026. The Tenant failed to serve the documents on the Landlord. The Tenant did not provide a satisfactory explanation as to why they were unable to comply with the requirement except that she was unaware.

5. I believe 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 disclosure, which affects the Landlord's ability to know the case to be met. Accordingly, the Tenant was not permitted to raise the remaining issues under section 82. The Tenant may bring their own separate application to address these issues at another time.

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 \$1,350.00. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent compensation is \$44.38. This amount is calculated as follows: \$1,350.00 x 12, divided by 365 days.
5. The Tenant has paid \$400.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026, are \$5,543.00.
7. The Tenant does not believe she ought to pay the Landlord for any rent as the Landlord has failed to maintain the rental unit. A tenant is not entitled to withhold rent. The Tenant could have filed her own application or properly disclosed these issues.
- 8.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.
11. 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 **May 15, 2026**, pursuant to subsection 83(1)(b) of the Act.
12. I am not convinced this is a viable tenancy. I say this because the Tenant stated at the hearing that would not pay any rent going forward due to issues with the tenancy. The Landlord offered to move the Tenant to smaller unit after the Tenant's daughter moved out. The Tenant refused the Landlord's offer. The evidence before me establishes the Tenant is unable to afford the ongoing rent as Ontario Disability Support Program ('ODSP') refuses to supplement the Tenant's income to pay the rent for the two-bedroom unit.
13. The Tenant has resided in the rental unit since December 2022. Given the Tenant's personal circumstances, I find it reasonable and appropriate to delay the eviction to afford the Tenant time to find resource to either pay the arrears or secure housing.

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:**
 - \$5,729.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$7,079.00 if the payment is made on or before May 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 May 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 May 15, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,778.42. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$44.38 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 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 16, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before May 15, 2026, then starting May 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 May 16, 2026.

April 23, 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 November 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 30, 2026

Rent Owing To April 30, 2026	\$5,943.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$400.00
Total the Tenant must pay to continue the tenancy	\$5,729.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 15, 2026

Rent Owing To May 31, 2026	\$7,293.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$400.00
Total the Tenant must pay to continue the tenancy	\$7,079.00

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

Rent Owing To Hearing Date	\$4,992.42
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$400.00
Total amount owing to the Landlord	\$4,778.42
Plus daily compensation owing for each day of occupation starting April 10, 2026	\$44.38 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	