



AMENDED ORDER
Order under Section 87
Residential Tenancies Act, 2006
And section 21.1 of the Statutory Powers Procedure Act

File Number: LTB-L-069540-25

In the matter of: North, 5714 FIRELANE 27
SHERKSTON ON L0S1R0

Between: George Eagan Ginther Landlord

And

Christine Prieur Former Tenant
Matthew Brailsford

Pursuant to a request filed by the Landlord on April 14, 2026 this order is amended to correct an error with the stamp date.

George Eagan Ginther (the 'Landlord') applied for an order requiring Christine Prieur and Matthew Brailsford (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on March 10, 2026.

The Landlord and one of the Former Tenants, Christine Prieur, attended the hearing.

Preliminary:

Tenant request to raise section 82 issues

1. The Tenant requested to raise section 82 issues under the *Residential Tenancies Act*, 2006 (the "Act").
2. The Tenant did not comply with the requirement to serve the Landlord in accordance with the LTB Rules.
3. The LTB's Rules of Procedure on Disclosure of Evidence for section 82 issues states:

19.4 Unless the LTB has directed or ordered otherwise, a tenant who intends to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears shall provide the other parties and the LTB with the following at least 7 days before the scheduled CMH or hearing:

1. a written description of each issue the tenant intends to raise; and
2. a copy of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing.

19.5 A tenant who fails to provide the LTB and other parties with a written description of each issue they intend to raise at the hearing as required in Rule 19.4 **shall not be permitted to raise issues under sections 82(1) or 87(2) of the RTA** during a hearing for a landlord's application about rent arrears unless the LTB is satisfied that the tenant could not comply with the requirements.

[emphasis added]

4. The Tenant requested an adjournment to allow time to serve the Landlord with section 82 issues in advance of the next hearing.
5. The Landlord objected to the Tenant's request.
6. The Board's Interpretation Guideline 1 on Adjournments provides guidance for Board members to consider when a party requests an adjournment to perfect their application or claim.
7. The Board's Interpretation Guideline 1 Adjourning and Rescheduling Hearings provides guidance on requests by parties to reschedule hearings.

The General Approach of the Board states:

Section 183 of the RTA directs the Board to "adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and to be heard on the matter."

8. The Board does not generally grant adjournments to allow a tenant to obtain evidence or prepare their claims under section 82 unless the Tenant has provided exceptional circumstances as to why they were unable to comply.
9. Given the above, I find no exceptional circumstances to consider why the Tenant was unable to comply with the LTB's Rules and therefore, the Tenant's request to raise section 82 issues is denied.

Determinations:

10. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.
11. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing and using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.

12. The Former Tenant vacated the rental unit on August 3, 2025.
13. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
8. The lawful rent was \$2,495.00. It was due on the 1st day of each month.
9. The Former Tenant does not dispute the arrears owing. The position of the Former Tenant is rent was withheld as a result of the Tenant's claims the Landlord was in breach of their maintenance obligation.
10. The Former Tenant has not made any payments since the application was filed.
11. The Former Tenant and the Landlord entered into a fixed term tenancy for one year commencing on September 15, 2024 and ending on August 31, 2025.
12. The Former Tenant is no longer in possession of the rental unit and vacated the rental unit on August 1, 2025. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on August 31, 2025 in accordance with the tenancy agreement.
13. The rent arrears and daily compensation owing from June 1, 2025 to August 31, 2025 are \$7,485.00.
14. The Landlord incurred costs of \$202.15 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$2,495.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
16. Interest on the rent deposit, in the amount of \$67.16 is owing to the Former Tenant for the period from August 4, 2024 to August 31, 2025.
17. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$7,485.00, which represents rent and compensation owing up to August 31, 2025.
2. The Former Tenant shall pay to the Landlord \$202.15 for the cost of filing the application.
3. The Landlord owes \$2,562.16 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.

4. The total amount the Former Tenant owes the Landlord is \$5,124.99*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before April 21, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 22, 2026 at 4.00% annually on the balance outstanding.

April 24, 2026

Date Issued

Greg Brocanier

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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To August 31, 2025	\$7,485.00
Application Filing Fee	\$202.15
Less the amount of the last month's rent deposit	- \$2,495.00
Less the amount of the interest on the last month's rent deposit	- \$67.16
Total amount owing to the Landlord	\$5,124.99