



Order under Section 69 Residential Tenancies Act, 2006

Citation: Bibolli v Stewart, 2026 ONLTB 35077

Date: 2026-05-01

File Number: LTB-L-097690-25

In the matter of: BASEMENT UNIT, 93 HASKINS CRES
KESWICK ON L4P0H5

Between: Eleonora Bibolli
Tomi Bibolli

Landlords

And

Amanda Stewart

Tenant

Eleonora Bibolli and Tomi Bibolli (the 'Landlords') applied for an order to terminate the tenancy and evict Amanda Stewart (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 28, 2026.

The Landlords' Representative, Vasiola Bibolli, and the Tenant, Amanda Stewart, attended the hearing.

Determinations:

1. The Landlords 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. The Tenant was in possession of the rental unit on the date the application was filed.
3. It was undisputed that the Tenant vacated the rental unit on November 30, 2025.
4. It was also undisputed that there was a separate matter, LTB-L-069491-25 that covered the arrears for the period of August 1, 2025, through November 30, 2025.
5. As such, the only period left was arrears for July 2025.
6. The Tenant indicated that this was not covered by the N4 notice. However, since the Tenant had vacated the rental unit, termination of the tenancy was no longer an issue and the N4 notice was now moot.

7. The issue was whether the application included a claim for arrears for the period of July 2025 which would have put the Tenant on notice that the Landlords were claiming arrears for this period.
8. The application did claim arrears for July 2025 in the amount of \$2,000.00. As such, I am satisfied that the Landlords properly claimed arrears owing for July 2025.

Section 82

9. The Tenant disputed the amount owing to the extent that she disagreed that the rental unit was a "legal" unit and that she was mislead into signing a rental agreement, all of which are grounds on her T1 and T2 applications. When I inquired if she had provided notice of her intent to raise these issues at this hearing under section 82 the Tenant said no.
10. Section 82(2) of the *Residential Tenancies Act*, 2006 (the 'Act') provides that the tenant is required to give advance notice they intend to raise issues under section 82(1) in accordance with the LTB's Rules.
11. Under the Board's Rule 19.4 a tenant who wishes to raise issues under section 82(1) is required to both provide the Board and other parties with a written description of issues they wish to raise and a copy of their evidence at least 7 days prior to the hearing. Under Rule 19.5 a party who does not comply with Rule 19.4 shall not be permitted to raise issues under section 82(1) during a hearing for a landlord's application about rent arrears unless the Board is satisfied the tenant could not comply with the requirements.
12. Here, the Tenant had filed a separate T1 and T2 application and wanted to raise the same issues at this hearing but did not provide the Landlords nor the Board notice of her intent to do so. I am not satisfied the Tenant had an adequate explanation for failing to provide proper notice. On that basis I ruled that the hearing would proceed, and the Tenant would not be permitted to raise issues under section 82(1) of the Act during the hearing. Furthermore, this does not preclude the Tenant from proceeding on her own application which has already been filed.

Amount Owning

13. The Landlords' Representative provided that the lawful rent was \$2,150.00 per month. The Landlords' Representative provided that only \$150.00 was paid for July 2025 leaving a balance owing of \$2,000.00. The Landlords' Representative provided that there was and last month's rent deposit that had been dealt with in LTB-L-069491-25.
14. Again, the Tenant's dispute was regarding her issues raised in her applications. The Tenant also disputed that the proper amount of last month's rent deposit had been applied in LTB-L-069491-25.
15. Based on the evidence before me I am satisfied the amount of arrears owing for July 1, 2025, through July 31, 2025, are \$2,000.00.
16. I am satisfied that the last month's rent deposit was applied in LTB-L-069491-25 and therefore I am barred from dealing with the last month's rent deposit. If the Tenant

believes there was an error with how the last month's rent deposit was applied then she must seek the proper review channels through LTB-L-069491-25, not in this matter.

17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. Subsection 207(7) of the *Residential Tenancies Act*, 2006 (the 'Act') provides: "the Board may set a date on which payment of money ordered by the Board must be made and interest shall accrue on money owing only after that date at the post-judgment interest rate . . .".
19. The Landlords' Representative agreed that interest be delayed until a final determination on the Tenant's T1 and T2 application.
20. I am satisfied that it is appropriate to delay the accrual of interest until there is a determination on the Tenant's T1 and T2 application, LTB-T-086647-25.

It is ordered that:

1. The Tenant shall pay to the Landlords \$2,186.00. This amount includes rent arrears owing for July 2025 and the cost of filing the application.
2. If the Tenant does not pay the Landlords the full amount owing on or before May 12, 2026, the Tenant will start to owe interest. However, interest shall not accrue until there is a final determination on the Tenant's T1 and T2 application, LTB-T-086647-25. This will be simple interest calculated the date there is a determination on LTB-T-086647-25, at 4.00% annually on the balance outstanding.

May 1, 2026
Date Issued

Nicole Pedron
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.