



Order under Section 69 Residential Tenancies Act, 2006

Citation: Blauson Assets Management Ltd. V Ghane

Date: 2026-05-08

File Number: LTB-L-012749-26

In the matter of: 1311, 320 MCCOWAN RD
SCARBOROUGH ON M1J3N2

Between: Blauson Assets Management Ltd Landlord

And

Arghavan Ghane Tenant

Blauson Assets Management Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Arghavan Ghane (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 Landlord's Legal Representative, Eric Steiman and the Landlord, Angela Au attended the hearing.

The Tenant attended the hearing and spoke to Tenant Duty Counsel prior to the hearing.

Preliminary Issue:

1. At the hearing a preliminary issue was addressed regarding the Tenants section 82 submissions.
2. The Landlord's Legal Representative stated the Tenant had sent evidence to the Landlord 7 days in advance of the hearing, however, did not provide the Landlord with the issues the Tenant intends to raise under section 82.
3. He asserts the form "Issues a Tenant Intends to Raise at A Rent Arrears Hearing" was not sent to the Landlord until April 24, 2026, which is not 7 days prior to the hearing.
4. Further, he states even after the form was received it did not give the Landlord the required information such as dates and remedies requested for the Landlord to understand the case to be met. The Tenants request for remedies state "a substantial rent abatement

for the period affected, to be determined by the Board, reflecting the seriousness, duration and impact of these conditions on the tenancy.

5. The Tenant states she emailed the Landlord the form "Issues a Tenant Intends to Raise at A Rent Arrears Hearing" on April 23, 2026. She states the issues were already disclosed in her evidence. The form "Issues a Tenant Intends to Raise at A Rent Arrears Hearing" the Tenant submitted appears to be an old form that states this must be disclosed no later than 5 days before the hearing.

6. The Boards Interpretation Guideline 11 states the following in part:

Under sections 82 and 87(2) of the RTA, during any hearing about rent arrears, a tenant or former tenant may raise any issue that could be the subject of a tenant application, such as maintenance problems or harassment. The tenant must give the landlord and LTB a written description of each issue at least 7 days before the hearing, unless the LTB orders otherwise.

7. Rules 19.4 of the Rules of Procedure states the Tenant must provide the issues they intend to raise under section 82(1) of the RTA during a landlord's application about rent arrears at least 7 days before the scheduled hearing.
8. Also, the Landlord and Tenant Board website, www.tribunalsontario.ca/ltb, has a copy of the form "Issues a Tenant Intends to Raise at A Rent Arrears Hearing" which clearly states the form must be given to the Landlord and the Board as soon as possible but no later than 7 days before the hearing.
9. While I accept the Tenant provided an evidence package to the Landlord prior to 7 days before the hearing and has uploaded evidence submissions to Tribunals Ontario Portal, the Landlord is not expected to decipher from the Tenants evidence package what the issues are the Tenant intends to raise, and the remedies requested.
10. I accept the Tenant may have used an old form "Issues a Tenant Intends to Raise at A Rent Arrears Hearing" and it stated the information needed to be provided to the Landlord and the Board within 5 days of the hearing. The Tenant should have ensured that the proper forms were being used and sought legal advice to ensure that she followed the RTA regarding the proper timing of service to the Landlord and the Board.
11. Even if I was to accept the late disclosure of the form "Issues a Tenant Intends to Raise at A Rent Arrears Hearing" to the Landlord, the Tenant did not provide the required information such as dates and remedies requested for the Landlord to understand the case to be met. The Tenants request for remedies state "a substantial rent abatement for the period affected, to be determined by the Board, reflecting the seriousness, duration and impact of these conditions on the tenancy.
12. As the Tenant did not provide the required information regarding the section 82 issues she intended to raise within 7 days of the hearing and did not provide proper dates of the occurrences and requested remedies, the Tenants section 82 issues were not considered.

13. At the hearing after I made the determination that I would not be hearing the Tenants section 82 submissions, the Tenant requested an adjournment to amend the section 82 issues to provide proper details and remedies and serve the Landlord and the Board within the required timelines.
14. I denied the Tenant's request for an adjournment because I find the Tenant has already had ample time to prepare her section 82 issues and provide to the Landlord within the required timeframe. The Landlord's application was filed on February 10, 2026. The Tenant has not made any payments since the application was filed and I find a delay in the proceedings would be prejudicial to the Landlord.
15. The Tenant is still in possession of the rental unit and has indicated on the form "Issues a Tenant Intends to Raise at A Rent Arrears Hearing" that the issues are ongoing. The Tenant may file their own Tenant application.

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 \$1,863.22. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$61.26. This amount is calculated as follows: $\$1,863.22 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2026, are \$7,652.88.
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 \$1,640.00 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 \$8.21 is owing to the Tenant for the period from February 1, 2026, to April 28, 2026.
10. The Tenant did not dispute the amount the Tenant owes the Landlord.
11. The Tenant states she has not been paying her rent as she had had ongoing issues with the Landlord.
12. She also states she was laid off in July 2025 and was on unemployment insurance until March 6, 2026. She is now employed as of March 27, 2026. Her monthly income is \$1,200.00 biweekly and she receives Child Tax Benefit of approximately \$600.00.

13. The Tenant requested a payment plan in the amount of \$200.00 per month toward the arrears of rent and requested this extra payment not commence until June 1, 2026. This proposed payment plan would be in place for approximately 38 months.
14. She states given all her other expenses she can only afford \$200.00 per month. She states she is in debt with a lot of people and has fallen into arrears in the past. She is trying to pay off debt to people who assisted her paying of her arrears in the past. She also has a leased vehicle and insurance that she needs to pay.
15. She lives with her 14-year-old daughter and her partner.
16. She testified her partner contributes to 50% of the rent owing monthly.
17. When I asked the Tenant if I was to deny her request for a payment plan, how much time she requires to vacate the rental unit, she stated she does not want to move out of the rental unit, and she would have to request a review of my decision if I did not grant the payment plan.
18. She states she would need all the time in the world as her daughter is starting high school in September, and they have no where to go.
19. The Landlord's Legal Representative is opposed to the repayment plan and asserts the entire notion of the payment plan is not credible. He states the Tenant first states she was withholding rent and continued to be adamant about this. After she realized that she was not permitted under the Act to withhold rent she conveniently stated she had a financial issue of being laid off from her job almost one year ago.
20. He submits if her partner is assisting by paying 50% of the rent, the Tenant should be able to afford a payment plan of more than \$200.00 per month based on her monthly income.
21. He asserts if the Tenant was withholding rent due to ongoing issues with the Landlord, the Tenant should have this money set aside to be able to pay of the arrears and continue the tenancy. The Landlord is requesting a standard order.
22. I accept the Tenant initially testified that rent was withheld due to unresolved issues with the Landlord. The Tenant was advised that withholding rent for this reason is not permitted under the RTA. The Tenant subsequently testified she also experienced a loss of employment during the relevant period. I accept that both factors contributed to the Tenant's failure to pay rent.
23. Although I sympathize with the Tenant's circumstances, the Tenant's requested payment plan is unreasonable spanning over a 38-month payment plan. There are currently no additional funds to pay the arrears of rent that have accrued. It is not currently in the Tenants financial means to pay more to the Landlord more than \$200.00 per month toward the arrears. I find that there would be substantial financial prejudice to the Landlord to grant a payment plan that would span over a 38-month period.
24. 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.

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:**
 - \$9,702.10 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$11,565.32 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 \$6,042.73. 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 \$61.26 per day for the use of the unit starting April 29, 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.

May 8, 2026
Date Issued

Trish Carson

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 May 31, 2026

Rent Owing To May 31, 2026	\$9,516.10
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,702.10

B. 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	\$11,379.32
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,565.32

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

Rent Owing To Hearing Date	\$7,504.94
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,640.00
Less the amount of the interest on the last month's rent deposit	- \$8.21
Total amount owing to the Landlord	\$6,042.73
Plus daily compensation owing for each day of occupation starting April 29, 2026	\$61.26 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	