



Order under Section 69 Residential Tenancies Act, 2006

Citation: Chung v Firm capital, 2026 ONLTB 39055

Date: 2026-05-21

File Numbers: LTB-L-026084-24

LTB-T-024128-24

In the matter of: 223, 36 LISGAR ST
TORONTO ON M6J0C7

Between: EDLAND REALTY CORPORATION

Landlord

And

Jennifer Chung
Ali Brate

Tenants

EDLAND REALTY CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Chung and Ali Brate (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 12, 2026. The Landlord's Agent, Mathew Teich, Represented by Prarthana Bhat and Alon Gray, and the Tenant, Represented by Jimmy Gangadin, attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on August 15, 2024. Rent arrears are calculated up to the date the Tenants vacated the unit
4. The lawful rent is \$2,273.79. It was due on the 1st day of each month.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to August 15, 2024, are \$12,187.02. The Tenants do not dispute the arrears claimed in the Landlord's L1 application.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Tenants raise, by way of s.82, a T6 application (LTB-T-024128-24). The Landlord did not dispute the Tenants' claim and agreed to provide to the Tenants the requested abatement found in the Tenants' application.
9. The Tenants' Representative raises that the Tenants' T6 application should not be adjudicated on; rather, it should be adjourned to a future date. Specifically, the Tenants' Representative states that the Tenants were bringing the T6 application pursuant to s.82 of the Act, and that the T6 "stands in" for the s.82 claim.
10. I agree with the Tenants' Representative's submission. The T6 has the same effect as bringing an application under s.82, which is why the two matters were directed to be scheduled to be heard concurrently. However, what I find the Tenants' Representative was asking for was an adjournment so that the Tenants' T6 application could be amended.
11. The matter was before the Board on August 1, 2024. The presiding Member adjourned the matter on that date on consent of the parties. At that time, the Landlord had a different legal representative ('JS'). The matter was adjourned. The presiding Member's adjournment sheet states that the following:

“*The parties requested on consent to have LTB-L- LTB-L-026084-24 [L1] and LTB-T-024128-24 [T6] in order to determine the corresponding quantum that will be owed between the parties.”
12. The Tenants' Representative submits that there was an understanding between himself and JS that the Tenants would be seeking additional remedies for the T6 application, which is why he seeks an adjournment.
13. I am not satisfied that an adjournment was warranted in the circumstances.
14. When considering the request for an adjournment, I must consider the following factors as found in the Board's Rule 21 and Guideline 1 Adjourning and Rescheduling Hearings:
 - the reason for the adjournment and position of the parties;
 - the issues in the application;
 - any prejudice that may result from granting or denying the request;
 - the history of the proceeding including other adjournments or rescheduling;
 - the LTB's obligation 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 be heard on the matter.

16. I reviewed the file history. The Landlord's application was filed on March 29, 2024. The Tenants' T6 application was filed on March 22, 2024.
17. The parties had been before the Board and had adjourned the matter, on consent, on August 1, 2024. One of the reasons the adjournment had been granted was to allow the parties to discuss the quantum between the two applications.
18. When I consider the reason for the adjournment request, the prejudice to the Landlord who has already been waiting for an order for arrears of rent which accumulated since March 2024, and the fact that the parties had already been given an adjournment to discuss the matter, I was not of the view that a further adjournment was warranted in the circumstances. The Board has an obligation to adopt the most expeditious method of determining questions before it, and the Tenants had ample opportunity to amend their application.
19. When considering whether to allow the Tenants to amend their application during the hearing, I must consider Rule 15 of the Board's Rules of Procedure¹.
20. Rule 15.1 states that a request to amend an application before the hearing must be done in writing, served on all other parties and a copy must be filed with the Board along with a Certificate of Service.
21. Rule 15.3 states that a request to amend will be decided at the hearing after considering:

The request to amend will be decided at the hearing after considering:

 - a. whether the amendment was requested as soon as the need for it was known;
 - b. any prejudice a party may experience as a result of the amendment;
 - c. whether the amendment is significant enough to warrant any delay that may be caused by the amendment;
 - d. whether the amendment is necessary and was requested in good faith; and
 - e. any other relevant factors.
22. There was no request to amend the Tenants' T6 application, so the Landlord would not have been put on notice that the Tenants planned to raise this issue. When I asked the Tenants' Representative why the T6 had not been amended, he explained he had no reasonable explanation for not having done so.
23. Regardless, the Board can exercise its discretion to grant a request to amend a hearing if I am satisfied the amendment is appropriate, would not prejudice any party and is consistent with a fair and expeditious proceeding (Rule 15.4).
24. In my view, allowing the Tenants to amend their application at the hearing would not have been consistent with a fair and expeditious proceeding. The Tenants could have amended their application at any point since March 2024 when it was filed. The parties had already been given an adjournment to discuss the matter. The Tenants' Representative did not suggest that JS had made a promise about the resolution of the applications, which may have caused the Board concern that the Tenants had been misled.

¹ [LTB - Rules of Procedure](#)

25. I also find that further adjournments prejudice the Landlord because all the requisite parties were already in attendance and ready to proceed. Delays lead to difficulties locating witnesses and evidence.
26. The Tenants' requests to adjourn the matter and /or amend their application is denied.
27. The Tenants are entitled to an abatement of rent of \$840.00, because the Landlord did not maintain the laundry machine in the residential unit/complex, contrary to s.20(1) of the Act. This amount will be deducted from the amount owing to the Landlord.
28. The Landlord collected a rent deposit of \$2,172.73 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
29. Interest on the rent deposit, in the amount of \$65.63 is owing to the Tenants for the period from June 1, 2023, to August 15, 2024.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of August 15, 2024, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$9,294.66. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit and the rent abatement/rebate awarded to the Tenants is deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlord the full amount owing on or before May 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 31, 2026 at 4.00% annually on the balance outstanding.

May 21, 2026
Date Issued

Jane Dean
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$12,187.02
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,172.73
Less the amount of the interest on the last month's rent deposit	- \$65.63
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$840.00
Total amount owing to the Landlord	\$9,294.66