



Order under Section 69 Residential Tenancies Act, 2006

Citation: 910331 Ont Corp - Coachman Apartments v Moon, 2026 ONLTB 39464

Date: 2026-05-19

File Number: LTB-L-069574-24

In the matter of: 701, 77 CARTIER ST
OTTAWA ON K2P1J7

Between: 910331 Ont Corp - Coachman Apartments

Landlord

And

Kate Moon

Tenant

910331 Ont Corp - Coachman Apartments (the 'Landlord') applied for an order to terminate the tenancy and evict Kate Moon (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 7, 2025 and May 13, 2026.

The Landlord's agents Tom and Catherine MacDonald, the Landlord's witnesses Claire Park and Richard Wilson and the Tenant attended the hearing.

The Tenant spoke with Tenant Duty Counsel at both hearings.

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 \$1,571.23. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$51.66. This amount is calculated as follows: \$1,571.23 x 12, divided by 365 days.
5. The Tenant has paid \$32,463.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$486.25 as confirmed by the Landlord at the hearing. The Tenant did not challenge this amount.

7. The Tenant said that she did not pay the amount claimed as she was waiting for the final outcome of the hearing.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,415.00 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.
10. Interest on the rent deposit, in the amount of \$161.21 is owing to the Tenant for the period from January 31, 2021 to May 13, 2026.

The Tenant's Section 82 Issues

11. At the October 7, 2025 hearing, the Landlord confirmed receipt of the Tenant's section 82 claims filed with the Board on March 15, 2025 (DOC5258029). For clarity, this was around 120 pages and contained the s.82 chart, a chronology of events, photographs and various correspondence. The s. 82 chart referenced multiple sections and pages which made it challenging to isolate the issues.
12. The Tenant filed various other documents with the Board including addendums and video evidence (DOC5257306, DOC5257300, DOC5257298).
13. At the October 7, 2025 hearing the Landlord's legal representative raised preliminary issues related to the nature of the claims, the remedies sought by the Tenant and time limitations related to some of the Tenant's claims.
14. A detailed analysis of the Tenants claims was conducted at the first hearing and due to the limitation period, many were deemed out of time. While I found the Tenant's 120 page brief confusing with respect to her claims, the issues were narrowed to include: the main door, a noise complaint letter, an issue with the Superintendent and a recycling box, parking issues, harassment, flooring and ventilation issues and electrical issues.
15. In keeping with *Toronto Community Housing Corp. v. Vlahovich*, [2010] O.J. No. 1463, the Divisional Court held that the Board can only award a remedy for the one-year period prior to the application being filed. In the present case, the majority of the Tenant's claims were deemed out of time.
16. Another problem with the Tenant's application involves the remedies sought. The Tenant did not specify a rent abatement. Rather, the s.82 claim seeks a cease and desist for offending conduct and an order to repair the electrical and flooring.
17. As explained at the hearings, the Board does not have the jurisdiction to add a remedy where one has not been identified by the application. Given the Tenant's failure to state what monetary remedies she is claiming, I am bound by *Beauge v. Metcap Living Management Inc.*, 2012 ONSC 1160 (CanLII) ("Beauge"), where the Divisional Court decided that the Board cannot make an award if it is not requested by the applicant.
18. I note, the Tenant had the benefit of Tenant Duty Counsel and did not undertake to request to amend her claims to include particulars, specifics going to remedies sought.

19. Due to the limited available remedies, I do not find a detailed analysis of the Tenant's claims necessary. The parties provided their evidence with respect to the issues identified in paragraph 14 and I have considered all relevant evidence. It was uncontested that the door has been repaired, the electrical and ventilation resolved, the flooring/noise has been investigated by a third party contractor with no reported issues and there has been no further contact by the Landlord's agent regarding the parking issue. Therefore, a cease and desist or order to comply is moot. With respect to the harassment claims, I do not find the conduct complained of by the Tenant harassing in nature nor rises to the level of substantial.
20. In my view, the note posted on the Tenant's door by the Superintendent on or around February 8, 2024 contained nothing harassing in nature (DOC6519843). The note politely requested the Tenant be more mindful of noise at 6 am. I cannot find the note contains any hallmarks akin to harassment.
21. With respect to the three videos alleging harassment, there is nothing in the videos that can be described as harassment. The Tenant provided camera video of the Superintendent putting the note on her door on February 8, 2024. As previously stated, I do not find the note harassing nor the manner with which it was put on the Tenant's door. As for the videos related to the return of the large box. It was placed against the wall outside the Tenant's door; there was no communication between the parties and I do not find the expression of frustration by the Landlord's agent harassing in any way.
22. Overall, I found the Tenant did not meet the burden of proof that the Landlord is in breach of the Act. The Tenant's s.82 claims are dismissed.

Relief from Eviction

23. The Landlord's representative said they tried to work with the Tenant regarding the arrears but the Tenant preferred to have the matter heard by the LTB.
24. At both hearings, the Tenant said that she had the funds to pay the arrears owing but has withheld it as a result of her s.82 claims. The Tenant was reminded that withholding rent is no permissible in this circumstance and she has remedy by way of filing an application with the Board.
25. The Tenant said that she will pay the arrears owing to the Landlord and requested some additional time to do so. The Landlord agreed to a standard order with a delay of eviction to June 30, 2026. In this circumstance, I find this a reasonable amount of time.
26. 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:

- \$672.25 if the payment is made on or before May 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$2,243.48 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. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$418.84. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$51.66 per day for compensation for the use of the unit starting May 14, 2026 until the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. 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.
8. 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 19, 2026
Date Issued

Dana Wren
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 30, 2026

Rent Owing To May 31, 2026	\$32,949.25
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$32,463.00
Total the Tenant must pay to continue the tenancy	\$672.25

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	\$34,520.48
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$32,463.00
Total the Tenant must pay to continue the tenancy	\$2,243.48

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

Rent Owing To Hearing Date	\$32,019.37
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$32,463.00
Less the amount of the last month's rent deposit	- \$257.63
Less the amount of the interest on the last month's rent deposit	- \$161.21
Total amount owing to the Landlord	\$(418.84)
Plus daily compensation owing for each day of occupation starting May 14, 2026	\$51.66 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	