



**Order under Section 21.2 of the
Statutory Powers Procedure Act
and the Residential Tenancies Act, 2006**

Citation: Equiton Residential Income Fund LP v Bradford, 2026 ONLTB 40092

Date: 2026-05-21

File Number: LTB-L-034108-24-RV

In the matter of: 909, 120 OLD CARRIAGE DR
KITCHENER ON N2P1Z4

Between: Equiton Residential Income Fund LP Landlord

And

Corrie Bradford Tenant

Review Order

Equiton Residential Income Fund LP (the 'Landlord') applied for an order to terminate the tenancy and evict Corrie Bradford (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was resolved by order LTB-L-034108-24 issued on September 19, 2025.

On October 16, 2025 the Landlord requested a review of the order.

On February 4, 2026 interim order LTB-L-034108-24-RV-IN was issued, directing that the request to review be scheduled for a hearing.

The request to review was heard on March 12, 2026 and granted by interim review order issued March 18, 2026. The Landlord's application was directed to be heard *de novo* (anew).

This application was heard *de novo* by videoconference on May 13, 2026.

The Landlord's agent, Laveena Sansal ('LS'), the Tenant, and the Tenant's legal representative, Selena Marie Wand ('SW'), attended the hearing.

Determinations:

Preliminary Issues

Parties to the Application

1. There is a typographical error in the Tenant's surname in the application. The Tenant's surname is identified as "Bratford" in the application, but it is in fact "Bradford". The application is amended accordingly to correctly identify the Tenant.
2. The application original named two Tenant parties. These parties included the Tenant and Chris Moore ('CM'). The evidence before me was that CM vacated the rental unit on April 21, 2024, prior to the application being filed on April 29, 2024.
3. An application under section 69 of the *Residential Tenancies Act, 2006* (the 'Act') based on a notice of termination given under section 59 of the Act cannot be made against a former tenant or a tenant no longer in possession of a rental unit. To recover rent arrears from a former tenant or a tenant no longer in possession of a unit, a landlord would need to file an L10 application under section 87 of the Act. There is no application under section 87 of the Act before me.
4. CM is therefore removed as a party to the application. For the sake of clarity, this is not a determination as to if, how, or when CM's interest in the tenancy lawfully terminated.

Section 82 Issues

5. Two preliminary issues arose relative to the issues the Tenant intended to raise under section 82 of the Act.
6. I heard evidence and submissions relative to whether the Tenant breached the condition of ongoing payment of rent imposed by interim order LTB-L-034108-24-IN issued October 3, 2024, and if so, what the consequence of such a breach should be.
7. For reasons given orally at the hearing I determined that I would still permit the Tenant to pursue properly raised issues under section 82 of the Act in the unique circumstances of this case, despite the fact that the Tenant had not paid the rent in full and on time for every month since that interim order was issued.
8. Because of my decision relative to the second preliminary issue about the section 82 issues, it is not necessary to provide further written reasons on this issue.
9. The second preliminary issue that arose about the issues raised under section 82 of the Act relates to the adequacy of particulars.
10. Section 82 of the Act permits a tenant to raise any issue that could be the subject of an application by the Tenant under the Act, and to seek corresponding remedies, in response to a landlord's application under section 69 for an order terminating the tenancy and evicting the tenant based on a notice of termination under section 59 of the Act: ss. 82(1), *Residential Tenancies Act, 2006*.

11. For a tenant to be permitted to raise issues under section 82 of the Act, the tenant must give the landlord advance written notice of the tenant's intent to raise the issues at the hearing, and the notice must be compliant with the LTB's *Rules of Procedure*: ss. 82(1)(a) & (2), *Residential Tenancies Act, 2006*.
12. Among other things, the LTB's *Rules of Procedure* require the tenant to provide "a written description of each issue the tenant intends to raise": r. 19.4, *LTB Rules of Procedure*.
13. When a tenant raises issues under section 82 of the Act, and seeks a corresponding remedy, it is akin to a tenant filing a tenant application. The tenant is making allegations that would amount to (a) breach(es) of the landlord's obligations under the Act, and would normally seek remedies permitted by the relevant provisions of the Act. The written description that is required is akin to the allegations made in a formal application that could have otherwise been filed. In other words, the written description is the tenant's pleading.
14. In my view, since raising issues under section 82 is akin to commencing an application, the same requirements relative to adequacy of particulars ought to apply when issues are raised under section 82 of the Act as opposed to on a tenant application.
15. When a party commences an application before the LTB, the application must contain details that are sufficient for the other side to know the case to be met. These details should include dates and times together with a detailed description of the alleged offensive conduct: *Ball v. Metro Capital Property*, [2002] OJ No 5931, paras 10 & 12; *Tugui v. Miltowne Creek Investments Inc.*, 2021 CanLII 146888 (ON LTB). When issues are raised under section 82 of the Act, the written description should also include the remedies being sought.
16. The written description of the issues to be raised that were provided by the Tenant did not include any dates or a detailed description of the alleged offensive conduct, and did not identify any remedy. The entirety of the description reads:
17. I also note that the Tenant made his intention to raise issues under section 82 of the Act known previously. In interim order LTB-L-034108-24-IN issued October 3, 2024, among other things, the Member wrote:

18. Aside from a brief description of each issue, all of this required information was missing from the Tenant's written description of each issue. Further, no remedy being sought was identified. I find that the description of issues does not contain adequate particulars. There is not sufficient detail for the Landlord to know the case to be met.
19. I also note that the list of issues was not delivered until May 5, 2026, about one week before this hearing. This lessens the prejudice to the Tenant of the section 82 issues raised being dismissed on a preliminary basis, because the Tenant is free to file a tenant application at any time about these issues, and the limitation period would not necessarily be significantly changed.
20. The issues raised under section 82 of the Act by the Tenant are dismissed because the Tenant's written description of those issues does not contain adequate particulars.

Merits of the Original Application

21. 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.
22. As of the hearing date, the Tenant was still in possession of the rental unit.
23. The lawful rent is \$1,435.34. It is due on the 1st day of each month.
24. Based on the Monthly rent, the daily rent/compensation is \$47.19. This amount is calculated as follows: $\$1,435.34 \times 12$, divided by 365 days.
25. The Tenant has paid \$24,079.62 to the Landlord since the application was filed.
26. The rent arrears owing to May 31, 2026 are \$13,682.37.
27. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
28. The Landlord collected a rent deposit of \$1,459.02 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.
29. Interest on the rent deposit, in the amount of \$11.16 is owing to the Tenant for the period from January 1, 2026 to May 13, 2026.

Relief From Eviction

30. LS said that she had a conversation with the Tenant about the prospect of a repayment plan at the initial hearing in this matter, but there has not been any further communication about a payment plan since that time.
31. There was no other evidence from the Landlord relative to my discretion to postpone or deny eviction pursuant to section 83 of the Act.
32. The Tenant has been living in the unit of a little over 10 years. He said that during that time he did not have any issues with paying his rent until the arrears presently owing began to accumulate. He said this difficulty began because of complications created when he was the victim of identity theft about 2 years ago.
33. The Tenant provided evidence that he was in a serious auto accident in 2014. He said that he received large settlements as a result of the accident, and that he cumulatively receives about \$4,000.00 per month from these settlements (confirmation of one of these settlements was entered into evidence – DOC-7899746, pp. 5-6).
34. The Tenant said that he loves the rental unit and does not want to be required to move. He also said that he is battling ongoing health issues. He said he was recently hospitalized for 8 days, and is scheduled for a spinal surgery in Toronto the week after this hearing.
35. I accept the Tenant's evidence about his income, which exceeds his monthly rent by over \$2,500.00. The Tenant said that he can pay an additional \$500.00 toward his rent arrears by the 15th day of each month, in addition to paying the monthly rent in full and on time until the arrears are paid in full.
36. Given that the Tenant's income substantially exceeds the monthly rent, I find this payment plan is feasible. While the arrears are relatively high, which would make this a relatively lengthy payment plan, given the length of the tenancy, the Tenant's present health challenges, and the lack of any evidence from the Landlord's perspective relative to section 83, I find that it would not be unfair to deny eviction, subject to the Tenant complying with the payment plan that he proposed.
37. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The Tenant shall pay to the Landlord 13,868.44 for arrears of rent up to May 31, 2026 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - i) \$500.00 on or before the 15th day of each month for 27 consecutive months, beginning June 15, 2026 up to and including August 15, 2028; and

- ii) \$368.44 on or before September 15, 2028.
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing, on or before the first day of each month, for the period June 1, 2026 to September 30, 2028, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after May 31, 2026.

May 21, 2026
Date Issued

Mark Melchers
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.