



Order under Section 69 Residential Tenancies Act, 2006

Citation: St. Clair O'Connor Community I v Albina, 2026 ONLTB 41920

Date: 2026-05-29

File Number: LTB-L-019740-26

In the matter of: 327, 2703 ST CLAIR AVE E
EAST YORK ON M4B3M3

Between: St. Clair O'Connor Community I Landlord

And

Zenaida Albina Tenant

St. Clair O'Connor Community I (the 'Landlord') applied for an order to terminate the tenancy and evict Zenaida Albina (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 21, 2026.

The Landlord's Agent Mehdi Dehghan and the Tenant attended the hearing. The Tenant spoke to Tenant Duty Counsel prior to the start of this proceeding.

Determinations:

Preliminary Issue: The Tenant cannot raise issues under Section 82 of the Act and did not provide timely disclosure

1. At the hearing the Tenant wished to raise issues pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). To this end, the Tenant provided materials to the LTB on May 21, 2026, the date of the proceeding.
2. Uploading materials to the Tribunals Ontario Portal ('TOP') does not mean documents have been provided to another party unless there is an agreement in place and, here, there was no such agreement.
3. The Landlord's Agent objected to the Tenant being permitted to raise any issues under s. 82. The Landlord's Agent advised he did not get any materials from the Tenant and submitted it was only during the hearing he was aware that the Tenant had posted materials to TOP on May 21, 2026 the morning of the proceeding.

4. Section 82 provides a tenant may raise issues which may result in set-off against a Landlord's claims for arrears at an L1 hearing so long as the tenant provides written notice of these issues to the Landlord in advance of the hearing in accordance with the Board's rules or provide a satisfactory explanation why they could not do so.
5. Rule 19.4 of the LTB's Rules provides a tenant's written notice of their section 82 issues must be provided 7 days in advance of the hearing. Where this is not done, the LTB's Rule 19.5 provides a tenant shall not be permitted to raise their issues unless the LTB is satisfied the tenant could not comply with the requirements.
6. Similarly, Rule 19.1 of the LTB's Rules provides that all materials on which a party intends to rely at a hearing must be provided to the other party and the LTB 7 days in advance of the hearing. Rule 19.7 provides, in part, that a party who fails to comply with Rule 19 may not rely on evidence that was not properly disclosed unless ordered otherwise.
7. To comply with the section 82 and disclosure requirements the Tenant had to provide her list of section 82 issues and all materials on which they intended to rely to the Landlord on or before May 14, 2026. This was not done.
8. Absent a satisfactory explanation as to why the Tenant could not have done so, the Tenant is not able to raise her issues under s. 82. Additionally, unless ordered otherwise, the Tenant may not rely on their materials.
9. The Board's records show the Notice of Hearing – which advises parties of their disclosure obligations - and a copy of a s. 82 form was emailed to the Tenant on March 17, 2026. Approximately just over 1 month prior to the hearing.
10. In the above circumstances I am not satisfied the Tenant could not have complied with the Rules. The Tenant had a period of at least a month to complete the s. 82 form and provide her materials to the Landlord and LTB. The s. 82 claims were brought up in the Tenant's oral submissions and disclosure were ultimately completed and uploaded to TOP the day prior to the hearing, relating to issues with her subsidy and lawful rent moving to market rent.
11. As a result, the Tenant was not permitted to raise any issues under s. 82 of the Act and may not rely on materials they provided to the LTB on May 21, 2026. The Tenant remains free to seek legal advice and/or pursue any timely issues that may form the subject of a tenants' application under the Act.

L1 Determination

12. 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.
13. The Tenant was in possession of the rental unit on the date the application was filed.

14. The Tenant vacated the rental unit on May 6, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
15. The lawful rent is \$1,495.00. It was due on the 1st day of each month.
16. The Tenant has not made any payments since the application was filed.
17. The rent arrears owing to May 6, 2026, are \$20,185.90. The Tenant testified that the arrears should be less than what the Landlord alleges, as the Tenant submitted, she had paid the lawful rent from January 1, 2025, to May 2025 after she had lost her subsidy. The Tenant did not provide any documentation to substantiate the claim of payment, and further the Landlord's Agent denied this occurred as it was submitted that the Landlord's Ledger would reflect the payment which it does not. On a balance of probabilities, I prefer the Landlord's Agent's testimony over that of the Tenant's oral testimony in regard to the rental arrears outstanding, and hence the rental arrears owing to May 6, 2026 are \$20,185.90.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of May 6, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$20,371.90. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before June 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 10, 2026 at 4.00% annually on the balance outstanding.

May 29, 2026
Date Issued

Panagiotis P. Roupas
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	\$20,185.90
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$20,371.90