



Order under Section 69 Residential Tenancies Act, 2006

Citation: COPPER CROW LTD v SENYANDAGARE, 2026 ONLTB 44015

Date: 2026-06-03

File Number: LTB-L-024615-26

In the matter of: 37, 1798 EGLINTON AVE W
TORONTO ON M6E2H6

Between: COPPER CROW LTD Landlord

And

GUY EVRARD SENYANDAGARE Tenant

COPPER CROW LTD (the 'Landlord') applied for an order to terminate the tenancy and evict GUY EVRARD SENYANDAGARE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 28, 2026.

The Landlord's agent, Elena Marin, and the Tenant attended the hearing.

Determinations:

1. At the outset of the hearing, the Tenant requested permission to raise issues under section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). Rule 19.4 of the Landlord and Tenant Board's ("LTB") Rules of Procedure requires a tenant who intends to raise issues under section 82 of the Act during a hearing for a landlord's application about rent arrears to provide the other parties and the LTB, at least 7 days before the hearing, with a written description of each issue the tenant intends to raise and a copy of all documents, pictures and other evidence the tenant intends to rely on.
2. The Tenant did not comply with Rule 19.4. The Tenant had not completed the required form, had not provided a written description of each issue they intended to raise, and had not properly identified the evidence they intended to rely on. The Tenant stated that they did not do so because they had been speaking with the Landlord about the issues.
3. Rule 19.5 provides that a tenant who fails to provide the LTB and the other parties with a written description of each issue they intend to raise as required by Rule 19.4 shall not be permitted to raise issues under section 82 of the Act unless the LTB is satisfied that the tenant could not comply with the requirements.

4. I am not satisfied that the Tenant could not comply with Rule 19.4. The Tenant's evidence was that they did not provide the required written description because they had been speaking with the Landlord about the issues. That does not explain why the Tenant could not comply with Rule 19.4. It would be procedurally unfair to require the Landlord to respond to section 82 issues at the hearing without proper notice of the issues, remedies, and evidence being relied on. The Tenant was therefore not permitted to raise section 82 issues at the hearing. This does not prevent the Tenant from filing their own application with the LTB if they wish to pursue those issues.

L1 application

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$1,400.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$46.03. This amount is calculated as follows: $\$1,400.00 \times 12$, divided by 365 days.
9. The Tenant has not made any payments since the application was filed.
10. The Tenant initially stated that they disputed the arrears. However, when asked to explain the dispute, the Tenant confirmed that they did not dispute the lawful monthly rent, the amount claimed in the N4 Notice, the amount claimed in the application, or that no payments had been made since the application was filed.
11. The Tenant did not identify any payment that had not been credited, any month that was incorrectly included in the arrears calculation, or any specific error in the Landlord's calculation. I find that the Tenant's initial statement that they disputed the arrears was not supported by any specific explanation or evidence. Based on the Tenant's admissions and the evidence before me, I am satisfied that the rent arrears owing to May 31, 2026 are \$19,078.90.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,300.00 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.
14. Interest on the rent deposit, in the amount of \$133.63 is owing to the Tenant for the period from January 31, 2022 to May 28, 2026.

Relief from Eviction

15. The Tenant testified that there is currently no heat in the rental unit. Although I did not permit the Tenant to raise section 82 issues at the hearing, I considered whether the allegation about heat required me to refuse the eviction under subsection 83(3)(a) of the Act.
16. Subsection 83(3)(a) of the Act requires the Board to refuse to grant the application where the Landlord is in serious breach of the Landlord's responsibilities under the Act or of any material covenant in the tenancy agreement. To engage subsection 83(3)(a), the breach must be serious and ongoing at the time of the hearing.
17. I am not satisfied on a balance of probabilities that the Landlord is currently failing to provide heat to the rental unit. I asked the Tenant several times to identify the evidence they wished to rely on to support the allegation. The Tenant did not identify any specific document, email, date, time, or other evidence showing that there is currently no heat in the rental unit.
18. The Tenant referred generally to emails filed in the Tribunals Ontario Portal ("TOP"). However, the Tenant did not identify which email they wished to rely on and was unable to provide even the approximate time of the email they said had been sent to the LTB with their evidence. TOP contained numerous unlabeled emails, and I reviewed the materials during the hearing to determine whether there was an obvious document supporting the Tenant's allegation about the ongoing lack of heat, and I did not see anything that established the allegation.
19. The Tenant's oral evidence about the alleged lack of heat was not sufficiently clear or specific. The Tenant did not provide clear evidence about when the heat stopped working, what notice was given to the Landlord, how the Landlord responded, what the current temperature or condition of the rental unit is, or what steps, if any, had been taken to confirm the problem. Instead, when asked to identify specific evidence about the alleged lack of heat, the Tenant spoke about harassment and other issues they wished to raise under section 82 of the Act.
20. While the Tenant may have concerns about the condition of the rental unit or the Landlord's conduct, those issues were not properly before me as section 82 issues in this application. For the purpose of subsection 83(3)(a), I must decide whether the evidence establishes a serious and ongoing breach that requires the eviction to be refused. Based on the evidence before me, I am not satisfied that it does.
21. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlord attempted to negotiate a repayment agreement with the Tenant. The Tenant has lived in the rental unit since 2022. The Tenant testified that they do not have family or friends nearby to live with. The Tenant requested one to two months to vacate the rental unit or pay the arrears.
22. The Tenant did not propose a payment plan and did not provide evidence of an ability to pay the arrears. The arrears are substantial, and no payments have been made since the application was filed. There is no evidence before me that the Tenant can preserve the tenancy by paying the arrears within a reasonable period of time.

23. In these circumstances, I am not satisfied that relief from eviction should be granted under subsection 83(1)(a) of the Act. However, given the length of the tenancy and the Tenant's personal circumstances, I 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:**
 - \$20,664.90 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 \$17,720.11. 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 \$46.03 per day for the use of the unit starting May 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.

June 3, 2026
Date Issued

Colin Elsby
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 June 30, 2026

Rent Owing To June 30, 2026	\$20,478.90
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$20,664.90

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

Rent Owing To Hearing Date	\$18,967.74
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,300.00
Less the amount of the interest on the last month's rent deposit	- \$133.63
Total amount owing to the Landlord	\$17,720.11
Plus daily compensation owing for each day of occupation starting May 29, 2026	\$46.03 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	