



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-008392-26

In the matter of: BASEMENT, 39 HUFF AVE
AMHERSTVIEW, KINGSTON ON K7N 1S5

Between: OZER DEGIRMENCI Landlord

And

ALYSSA LYNN HOLLINSWORTH Tenant

Ozer Degirmenci (the 'Landlord') applied for an order to terminate the tenancy and evict Alyssa Lynn Hollinsworth (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 8, 2026 and June 5, 2026.

The Landlord's legal representative, Bilal Kinaci, the Landlord, the Landlord's translator, Barlas Degirmenci, the Tenant and the Tenant's support, Robert Zamida attended the hearing.

Determinations:

Preliminary Issues:

Tenant's Request to Adjourn Denied:

1. The Tenant requested an adjournment at the June 5, 2026 hearing date. The Tenant submits that she has been in and out of the hospital on 3 occasions since the April 8, 2026 hearing date and has been unable to work or pay the rent.
2. The Landlord's legal representative opposed the request as the adjournment would be highly prejudicial due to the current arrears.
3. For the reasons that follow, the Tenant's request is denied.
4. In determining whether to grant the adjournment I have considered the factors set out in LTB Rule of Procedure 21.8.
5. I have also considered s. 183 of the *Residential Tenancies Act, 2006* (the "Act") which directs the Board 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 to be heard on the matter." Parties should assume that the hearing will proceed on the date stated in the Notice of Adjourned Hearing. This means that the parties should be prepared to present their evidence, call and question witnesses and make their submissions.

6. The Board's record reflects that the Tenant was served the Notice of Adjourned Hearing ('NOH') and Interim Order on April 20, 2026. I am satisfied the Tenant has received sufficient notice of the hearing and have been provided with an adequate opportunity to prepare their evidence and submissions, summons witnesses and obtain counsel ahead of the hearing date.
7. I turned my mind to LTB Guideline 1 and whether a further adjournment would be appropriate, I do not believe it would be appropriate or a good use of the Board's resources in the circumstances. While the Tenant submit that she was in hospital on 3 occasions from the date of the last hearing, this application was previously adjourned on April 8, 2026 and is the second appearance for the parties and the interim order was straightforward and clear. I do not find an additional adjournment would assist in ensuring the Tenant's section 82 issues could be addressed, nor did she have a reasonable explanation as to why she did not pay her rent as directed.
8. The adjournment request was denied as it would highly prejudice the Landlord due to the substantial arrears.

Interim Order and Tenant's Section 82 Issues

9. At the hearing on April 8, 2026, the application was adjourned as there was insufficient time to complete the matter. An interim order was issued on April 20, 2026, requiring the Tenant to:
 - a. Serve her section 82 issues along with any documents or evidence she intended to rely upon on or before April 22, 2026.
 - b. Pay the ongoing rent the day it is due until the matter was resolved.
10. Paragraph 5 of the interim order specifies what may occur if a party does not comply with disclosure requirements:

If party does not comply with the deadlines for disclosure in paragraphs 3 & 4 the Member may refuse to accept the evidence or consider the issues not disclosed.
11. Further, paragraph 9, informs the Tenant of the possible consequences if a failure to pay the ongoing rent the day it is due until the matter was resolved:

If the Tenant does not comply the Member may refuse to accept or consider the Tenant's evidence and submissions.
12. The Landlord's legal representative submitted that the Tenant had not complied with the requirement in the interim order to disclose her evidence nor had she made any rent payments from the date of the April 8, 2026 hearing.

13. The Tenant agrees that she has not made any further payments and submits that she sent an email to Board last night with her section 82 issues within the email.
14. Pursuant to section 82 of the Act, a tenant is entitled to raise these issues when responding to a rent arrears application filed by the landlord, if the tenant provides the landlord of advance notice in accordance with the Board's rules.
15. Rule 19.4 and 19.5 of the Board's Rules of Procedure state as follows:

Rule 19.4:

Unless the LTB has directed or ordered otherwise, a tenant who intends to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears shall provide the other parties and the LTB with the following at least 7 days before the scheduled CMH or hearing:

- a. a written description of each issue the tenant intends to raise; and
- b. a copy of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing.

Rule 19.5:

A tenant who fails to provide the LTB and other parties with a written description of each issue they intend to raise at the hearing as required in Rule 19.4 shall not be permitted to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears unless the LTB is satisfied that the tenant could not comply with the requirements.

16. Based on the evidence before me, the Tenant failed to disclose to the Landlord a written description of each issue the Tenant intends to raise by April 22, 2026 in accordance with the interim order. The submissions the Tenant provided to the Board on June 4, 2026 do not comply with either the interim order or Rule 19.4. Therefore, pursuant to Rule 19.5 of the Board's Rules of Procedures, the Tenant's request to raise s.82 issues is denied.

L1 Application

17. 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.
18. As of the hearing date, the Tenant was still in possession of the rental unit.
19. The lawful rent is \$1,350.00. It is due on the 1st day of each month.
20. Based on the Monthly rent, the daily rent/compensation is \$44.38. This amount is calculated as follows: \$1,350.00 x 12, divided by 365 days.

21. The Tenant has not made any payments since the application was filed.
22. It was uncontested the rent arrears owing to June 30, 2026 are \$14,800.00.
23. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
24. The Landlord collected a rent deposit of \$1,350.00 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.
25. Should the Tenant vacate the rental unit on June 30, 2026, the last months rent deposit will be applied to the month of June 2026.
26. Interest on the rent deposit, in the amount of \$93.91 is owing to the Tenant for the period from July 1, 2023 to June 5, 2026.
27. The Tenant testified that she does not want to continue this tenancy or have the opportunity to void this order because she is unable to afford the arrears and has another place to go. Therefore, the parties consented to a non-voidable order with an eviction date of June 30, 2026.

On consent, it is ordered that:

1. The tenancy between the Landlord and Tenant is terminated on June 30, 2026, on a non-voidable basis. The Tenant specifically agrees to remove the option to void the order.
2. 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.
3. 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.
4. The Tenant shall pay to the Landlord \$12,413.99. 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.
5. The Tenant shall pay to the Landlords the amount set out in paragraph 4 in accordance with the following schedule:
 - a. The Tenant shall make payments in the amount of \$500.00 starting June 19, 2026 and on the 19th day of each month thereafter for a total of 24 months;
 - b. The payments shall be made via e-transfer to the Landlord; and,
 - c. The final payment will be in the amount of \$413.99 on July 19, 2028.
6. The Tenant shall also pay the Landlord compensation of \$44.38 per day for the use of the unit starting June 6, 2026 until the date the Tenant moves out of the unit.

7. If the Tenant does not pay the Landlords the payments set out in paragraph 4, the Tenant will start to owe interest on the payments. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the payments outstanding.

June 15, 2026
Date Issued

Angela Smith
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 if the tenancy is terminated

Rent Owing To Hearing Date	\$13,671.90
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,350.00
Less the amount of the interest on the last month's rent deposit	- \$93.91
Total amount owing to the Landlord	\$12,413.99
Plus daily compensation owing for each day of occupation starting June 6, 2026	\$44.38 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

