



Order under Section 69 Residential Tenancies Act, 2006

Citation: DARKO & SNJEZANA BRAUNSTEIN C/O RENAISSANCE PROPERTY
MANAGEMENT v SPIEGEL, 2026 ONLTB 44733

Date: 2026-06-19

File Number: LTB-L-026030-26

In the matter of: 4, 45 THOMAS MULHOLLAND DR
NORTH YORK ON M3K0A8

Between: DARKO & SNJEZANA BRAUNSTEIN C/O Landlord
RENAISSANCE PROPERTY MANAGEMENT

And

HEIDEE SPIEGEL Tenant

DARKO & SNJEZANA BRAUNSTEIN C/O RENAISSANCE PROPERTY MANAGEMENT (the 'Landlord') applied for an order to terminate the tenancy and evict HEIDEE SPIEGEL (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 2, 2026.

The Landlord Representative, Cassandra Weatherston, and the Tenant attended the hearing. Kailee Genah also attended to support the Tenant and act as the Tenant's Agent.

Determinations:

Section 82 issues and Adjournment Request

1. It appeared that the Tenant only disputed the amount owing in that the Tenant wanted to make claims that should have been raised under section 82(1) of the *Residential Tenancies Act, 2006* (the 'Act')
2. Section 82 of the Act provides a tenant may raise issue which could be the subject of a Tenant's application in a Landlord's arrears application 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.

3. Rule 19.4 of the Board'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 Board's Rule 19.5 provides a tenant shall not be permitted to raise their issues unless the Board is satisfied the tenant could not comply with the requirements.
4. Here, the Tenant did not provide any kind of notice, written or otherwise, that she was going to raise any issues under section 82. The first indication that the Tenant may be attempting to raise issues under section 82 was at the hearing.
5. We are not satisfied that it would be fair to allow the Tenant to raise issues under section 82 issues without proper notice. The Landlord was not properly notified of the allegations or remedies. The Tenant could not provide an adequate explanation for failing to provide notice in accordance with the Act and the Rules.
6. As such, we found the hearing would proceed, and the Tenant would not be permitted to raise issues under section 82(1) of the Act during the hearing. This does not preclude the Tenant from filing their own application related to the issues they wished to raise.
7. After we denied the Tenant's section 82 request, the Tenant requested an adjournment to seek more time in order to properly file the section 82 issues or other evidence.
8. Having considered the submissions of the parties, we were not satisfied that an adjournment was necessary for an adequate hearing to be held. For the following reasons, the adjournment request was denied.
9. The Tenant did not dispute receiving the Notice of Hearing that contains instructions on how to properly file both evidence for the hearing and how to raise issues under section 82. The Tenant's Agent stated they did not thoroughly read the instructions or else they would have complied.
10. We are satisfied that the Tenant had sufficient notice of the hearing and had an adequate opportunity to prepare their evidence and submissions and to provide them to the Landlord and Board prior to the hearing. We are not satisfied that the lack of preparation by the Tenant is a circumstance that would justify an adjournment in this case. As such the adjournment was denied as the Tenant and her support and Agent were present and could participate fully in the hearing.

The Application

11. 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.
12. The Tenant was in possession of the rental unit on the date the application was filed.
13. It was undisputed that the Tenant vacated the rental unit on May 23, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
14. The lawful rent is \$2,709.43. It was due on the 1st day of each month.

15. The Tenant has not made any payments since the application was filed.
16. The arrears were disputed only to the extent that the Tenant attempted to raise their own issues at the hearing, and the Tenant would have sought an offset to the amount owing
17. As such we are satisfied the rent arrears owing to May 23, 2026, are \$7,467.70.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. The Landlord collected a rent deposit of \$2,382.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
20. Interest on the rent deposit, in the amount of \$199.62 is owing to the Tenant for the period from December 22, 2022, to May 23, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of May 23, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$5,072.08. 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. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. 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 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.

June 19, 2026
Date Issued

Brandon Valley
Member, Landlord and Tenant Board

Nicole Pedron
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	\$7,467.70
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,382.00
Less the amount of the interest on the last month's rent deposit	- \$199.62
Total amount owing to the Landlord	\$5,072.08