



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

File Number: LTB-L-030047-26

In the matter of: 1034 HANSLER RD
WELLAND ON L3C7M5

Between: Rejoice Selasi Semanhyia Landlords
Evans Semanhyia

And

Andrea Napash Tenants
Clara Cooper

Rejoice Selasi Semanhyia and Evans Semanhyia (the 'Landlords') applied for an order to terminate the tenancy and evict Andrea Napash and Clara Cooper (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 10, 2026.

The Landlords, the Landlords' Legal Representative, J. Callendar, and the Tenant, Andrea Napash, attended the hearing.

Preliminary Issue:

Section 82 issues

1. The Tenants attempted to raise issues pursuant to s. 82 of the *Residential Tenancies Act*, 2006 (the 'Act') on the date of the hearing. The Tenants submitted a list of s.82 issues to the Board on or around June 9, 2026. The Tenants, however, did not provide a copy of this list to the Landlords. The Tenants have also filed a T2/T6 application with respect to these same issues, which is to be scheduled at a later date.
2. Section 82 provides that a tenant shall be permitted to raise any issue that could be the subject of an application if the tenant complies with the disclosure requirements or provides a satisfactory explanation as to why they could not comply with the disclosure requirements.
3. The Act requires a tenant to give advance notice of the issues to the landlord within the time set out in the Rules. The Board's Rules require that disclosure must be made to the landlord and the Board as soon as possible but no later than 7 days before the hearing of the landlord's application.

4. The Tenants did not provide a satisfactory explanation as to why they could not comply with the disclosure requirements. I find it would be procedurally unfair and prejudicial to the Landlords to permit the Tenants to raise issues under section 82 at this hearing given the Tenants' lack of proper disclosure, which affects the Landlords' ability to know the case to be met.

Determinations:

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,600.00. It is due on the 14th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$85.48. This amount is calculated as follows: \$2,600.00 x 12, divided by 365 days.
5. The Tenants have paid \$2,600.00 since the application was filed.
6. The Tenants dispute the amount the Landlords claim is owing in arrears. Based on the evidence of the Tenants, I am satisfied all payments made by the Tenants have been credited to the Tenants' account.
7. The issue appears to be the fact that the Tenants have considered their last month's rent deposit as payment towards the arrears. Subsection 106(10) of the Act, however, requires a landlord to apply a rent deposit to payment of the rent for the last rent period before the tenancy terminates. As the tenancy has not terminated, the last month's rent deposit cannot be applied to the arrears and are correctly being held by the Landlords.
8. I am satisfied the rent arrears owing to June 13, 2026 are \$6,700.00.
9. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlords collected a rent deposit of \$1,500.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
11. Interest on the rent deposit, in the amount of \$25.72 is owing to the Tenants for the period from August 17, 2025, to June 10, 2026.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the 'Act'), including whether the Landlords attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
13. The Tenant, Andrea Napash, testified that they would like to vacate the rental unit by the end of June after the school year ends for her three children. The Tenant also had a

surgery in May 2026 and is still recovering from it. Since the Tenants are seeking to vacate the rental unit, there is no reason for me to delay or deny eviction.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$9,486.00 if the payment is made on or before June 29, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after June 29, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before June 29, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$5,153.72. 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 Landlords owe on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlords compensation of \$85.48 per day for the use of the unit starting June 11, 2026, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before June 29, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 30, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 29, 2026, then starting June 30, 2026, the Landlords 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 Landlords on or after June 30, 2026.

June 18, 2026
Date Issued

Sheena Brar
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 December 31, 2026, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before June 29, 2026

Rent Owing To July 13, 2026	\$11,900.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$2,600.00
Total the Tenants must pay to continue the tenancy	\$9,486.00

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

Rent Owing To Hearing Date	\$9,093.44
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$2,600.00
Less the amount of the last month's rent deposit	- \$1,500.00
Less the amount of the interest on the last month's rent deposit	- \$25.72
Total amount owing to the Landlords	\$5,153.72
Plus daily compensation owing for each day of occupation starting June 11, 2026	\$85.48 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	