



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

**Citation:** Brooks v Sullivan, 2026 ONLTB 45556

**Date:** 2026-06-24

**File Number:** LTB-L-026506-26

**In the matter of:** 1-2, 138 ASH ST  
WHITBY ON L1N4A9

**Between:** Alan Brooks Landlord

**and**

Matthew Sullivan Tenant

Alan Brooks (the 'Landlord') applied for an order to terminate the tenancy and evict Matthew Sullivan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 3, 2026.

The Landlord and the Tenant attended the hearing. The Tenant declined the opportunity to speak with Duty Counsel prior to the start of the hearing.

### **Determinations:**

1. 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.
2. At the hearing, the Landlord and Tenant agreed the Tenant had vacated the rental unit on May 23, 2026. Rent arrears have been calculated up to the date the Tenant vacated the unit.
3. The lawful rent is \$2,400.00. It was due on the 1st day of each month.
4. The Tenant has not made any payments since the application was filed; although, after the application was filed, the Tenant received a credit of \$2,400.00.
5. The Landlord testified he advised the Tenant his separated daughter needed to move into the rental unit with her children, a N12 Notice of Termination was served, they reached an

agreement that he would move out on June 1, 2026, and one month's rent was waived as the required compensation. Nonetheless, as set out above, the Tenant moved out before this date.

6. The rent arrears owing to May 23, 2026, are \$4,214.70.
7. The Tenant wished to raise issues concerning the rental unit under section 82 of the *Residential Tenancies Act, 2006* ('RTA'). Subsections 82(1) and (2) of the RTA provide:
  - 82 (1)** At a hearing of an application by a landlord under section 69 for an order terminating a tenancy and evicting a tenant based on a notice of termination under section 59, the Board shall permit the tenant to raise any issue that could be the subject of an application made by the tenant under this Act if the tenant,
    - (a) complies with the requirements set out in subsection (2); or
    - (b) provides an explanation satisfactory to the Board explaining why the tenant could not comply with the requirements set out in subsection (2).
  - (2) The requirements referred to in subsection (1) are the following:
    1. The tenant shall give advance notice to the landlord of the tenant's intent to raise the issue at the hearing.
    2. The notice shall be given within the time set out in the Rules.
    3. The notice shall be given in writing and shall comply with the Rules.
8. Rules 19.4 and 19.5 of the LTB's Rules of Procedure provide:
  - 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:
    1. a written description of each issue the tenant intends to raise; and
    2. a copy of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing.
  - 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.
9. The Tenant admitted he did not provide written notice to the Landlord of the issues he wished to raise 7 days in advance of the hearing. Based on the Tenant's explanation of why this was not done, we were not satisfied the Tenant could not have complied with the requirements. As a result, the Tenant was not permitted to raise issues under section 82 of the RTA. The Tenant remains able to pursue any timely claims he may have by way of tenant's application(s).
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

11. The Landlord collected a rent deposit of \$2,400.00 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.
12. Interest on the rent deposit, in the amount of \$84.44, is owing to the Tenant for the period from November 28, 2024, 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 \$1,916.26. 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 July 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 6, 2026, at 4.00% annually on the balance outstanding.

**June 24, 2026**  
**Date Issued**

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**Rebecca Case**  
Vice Chair, Landlord and Tenant Board

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**David Conn**  
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                                                                                                             | \$6,614.70        |
| Application Filing Fee                                                                                                                  | \$186.00          |
| <b>Less</b> the amount of the last month's rent deposit                                                                                 | - \$2,400.00      |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                                                 | -\$84.44          |
| <b>Less</b> the amount of the credit that the Tenant is entitled to regarding the rental unit being required by the Landlord's daughter | -\$2,400.00       |
| <b>Total amount owing to the Landlord</b>                                                                                               | <b>\$1,916.26</b> |