



Order under Subsection 87(1) Residential Tenancies Act, 2006

Citation: 1045237 ONTARIO LIMITED v Ogunpolu, 2026 ONLTB 48391

Date: 2026-06-19

File Number: LTB-L-030830-26

In the matter of: 4F, 95 REDPATH AVE
TORONTO ON M4S2K1

Between: 1045237 ONTARIO LIMITED

Landlord

And

Ebenezer Ogunpolu

Tenant

1045237 ONTARIO LIMITED (the 'Landlord') applied for an order requiring Ebenezer Ogunpolu (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on June 15, 2026.

The Landlord's Legal Representative, Howard Levenson, and the Tenant attended the hearing. The Tenant spoke to Tenant Duty Counsel prior to the start of this proceeding.

Determinations:

Preliminary Issue: The Tenant cannot raise issues under Section 87(2) of the Act and did not provide timely disclosure

1. At the hearing the Tenant wished to raise issues pursuant to section 87(2) of the *Residential Tenancies Act, 2006* (the 'Act'). To this end, the Tenant provided materials to the LTB on June 7, 2026 - which were subsequently posted to the Tribunals Ontario Portal ('TOP') on the same date.
2. Uploading materials to TOP does not mean documents have been provided to another party unless there is an agreement in place and, here, there was no such agreement.
3. The Landlord's Representative objected to the Tenant being permitted to raise any issues under s. 87(2) or to be permitted to submit and rely on documentary evidence that was not served upon the Landlord. The Landlord's Legal Representative advised he did not get any materials from the Tenant and submitted it was only during the hearing he was aware that the Tenant had sent materials to the Board that were subsequently posted to TOP prior to the hearing.

4. Section 82 and 87(2) provides a tenant may raise issues which may result in set-off against a Landlord's claims for arrears at an L1/L9 hearing 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.
5. Rule 19.4 of the LTB's Rules provides a tenant's written notice of their section 82/87(2) issues must be provided 7 days in advance of the hearing. Where this is not done, the LTB's Rule 19.5 provides a tenant shall not be permitted to raise their issues unless the LTB is satisfied the tenant could not comply with the requirements.
6. Similarly, Rule 19.1 of the LTB's Rules provides that all materials on which a party intends to rely at a hearing must be provided to the other party and the LTB 7 days in advance of the hearing. Rule 19.7 provides, in part, that a party who fails to comply with Rule 19 may not rely on evidence that was not properly disclosed unless ordered otherwise.
7. To comply with the section 82/87(2) and disclosure requirements the Tenant had to provide her list of issues and all materials on which he intended to rely to the Landlord on or before June 8, 2026. This was not done.
8. Absent a satisfactory explanation as to why the Tenant could not have done so, the Tenant is not able to raise his issues under s. 87(2). Additionally, unless ordered otherwise, the Tenant may not rely on their materials.
9. The Board's records show the Notice of Hearing – which advises parties of their disclosure obligations - mailed to the Tenant approximately 5 weeks prior to the hearing. The Tenant acknowledged receiving the same and reading the same.
10. In the above circumstances I am not satisfied the Tenant could not have complied with the Rules.
11. As a result, the Tenant was not permitted to raise any issues under 87(2) of the Act and may not rely on materials they provided to the LTB. The Tenant remains free to seek legal advice and/or pursue any timely issues that may form the subject of a tenant's application under the Act.

L9 Determination:

12. The Tenant vacated the rental unit on April 30, 2026. The Tenant was in possession of the rental unit on the date the application was filed.
13. The Tenant did not pay the total rent they were required to pay for the period from April 1, 2026, to May 31, 2026.
14. The lawful rent is \$1,651.04. It is due on the 1st day of each month.
15. The Tenant has not made any payments since the application was filed.

16. The Tenant is no longer in possession of the rental unit. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Tenant's obligation to pay rent ends on May 31, 2026.
17. The Landlord's Legal Representative submitted evidence that on March 26, 2026, the Tenant provided the Landlord notice that he was vacating the rental unit on April 30, 2026, and which purported to end the tenancy on April 30, 2026.
18. The Landlord's Legal Representative testified that the tenancy was month-to-month. Thus, this notice was short, and the Tenant was advised via correspondence that they would be liable for rent until May 31, 2026, unless the unit was re-rented earlier, so as another tenant is found to take the rental unit with an occupancy date of May 1, 2026.
19. The Landlord seeks an order for arrears and costs owing to May 31, 2026.
20. The Tenant testified that the Landlord did not allow him to assign the rental unit and thus was entitled to shorter notice period under the Act. However, the Tenant did not submit any documentary evidence to substantiate this claim, and the evidence uploaded to TOP was not served on the Landlord and not permitted to be relied upon. Thus on a balance of probabilities I prefer the Landlord's evidence to that of the oral testimony of the Tenant.

ANALYSIS

21. Section 47 of the *Residential Tenancies Act, 2006* ('Act') allows a tenant to give notice to the Landlord to terminate their tenancy.
22. Section 44(2) of the Act states:

A notice under section 47, 58 or 144 to terminate a **monthly tenancy** shall be **given at least 60 days before the date the termination is specified to be effective and that date shall be on the last day of a rental period.**

[Emphasis added.]

23. Based on the Landlord's evidence, I find that the notice given by the Tenant on March 26, 2026, for termination on April 30, 2026, was short.
24. Section 88(1)(1) of the Act speaks to the calculation of arrears when a tenant does not give proper notice. It states:

If the tenant vacated the rental unit after giving notice that was not in accordance with this Act, **arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in the notice, had the notice been given in accordance with section 47, 96 or 145, as the case may be.**

[Emphasis added.]

25. Section 88(4) of the Act also requires the Board to consider whether the Landlord has established that they mitigated their damages upon being served with short notice.

26. The Tenant vacated after giving notice that was short, so the arrears of rent owing to the Landlord are calculated as if the Tenant had given proper notice. Had the Tenant served a notice in accordance with section 44, the earliest termination date they could have provided was May 31, 2026. This means the Landlord is entitled to rent arrears to May 31, 2026, subject to its duty to mitigate.
27. Based on the evidence before the Board I find that the Landlord made reasonable efforts to re-rent the rental unit effective May 1, 2026, upon receiving the Tenant's short notice.
28. The rent arrears and daily compensation owing to May 31, 2026, are \$3,302.08
29. The Landlord collected a rent deposit of \$1,651.05 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 is terminated.
30. Interest on the rent deposit, in the amount of \$14.25 is owing to the Tenant for the period from January 1, 2026, to May 31, 2026.
31. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,822.78. This amount includes rent arrears owing up to May 31, 2026, and the cost of the application minus the rent deposit and interest owing.
2. 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

Panagiotis P. Roupas
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.