



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

Citation: Beaux Properties Management Company v Roberts, 2026 ONLTB 48455

Date: 2026-06-24

File Number: LTB-L-030515-26

In the matter of: 1514, 95 HAVENBROOK BLVD
NORTH YORK ON M2J1A9

Between: Beaux Properties Management Company Landlord

And

Keneal Okel Roberts Tenants
Nasreen Gadian Khaliq

Beaux Properties Management Company (the 'Landlord') applied for an order requiring Keneal Okel Roberts and Nasreen Gadian Khaliq (the 'Tenants') to pay the rent that the Tenants owe.

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

The Landlord's Agent, Athena Metaxas and the Tenant, Nasreen Gadian Khaliq (NK) attended the hearing. The Tenant spoke to Tenant Duty Counsel prior to the start of this proceeding.

Determinations:

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

1. At the hearing the Tenant NK 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 9, 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 Agent 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 Agent advised she did not get any materials from the Tenant and submitted it was only during the hearing he was aware that the Tenant NK 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 Tenants had to provide their 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 Tenants could not have done so, the Tenant NK is not able to raise the Tenants issues under s. 87(2). Additionally, unless ordered otherwise, the Tenants 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.
10. In the above circumstances I am not satisfied the Tenants could not have complied with the Rules.
11. As a result, the Tenant NK was not permitted to raise any issues under 87(2) of the Act and may not rely on materials provided to the LTB. The Tenants remains free to seek legal advice and/or pursue any timely issues that may form the subject of a tenants' application under the Act.

L9 Determination:

12. The Tenants vacated the rental unit on March 31, 2026. The Tenants were in possession of the rental unit on the date the application was filed.
13. The Tenants did not pay the total rent they were required to pay for the period from March 1, 2026, to April 30, 2026.
14. The lawful rent is \$2,562.50. It is due on the 1st day of each month.
15. The Tenants have not made any payments since the application was filed.

16. The Tenants are 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 Tenants' obligation to pay rent ends on April 30, 2026.
17. The Landlord's Agent submitted evidence that on February 27, 2026, the Tenants provided the Landlord an N9 notice that they were vacating the rental unit on April 30, 2026, and which purported to end the tenancy on April 30, 2026. There were no issues with the N9 notice, however the rent for March 2026 returned NSF.
18. The Landlord seeks an order for arrears and costs owing to April 30, 2026.
19. The rent arrears and daily compensation owing to April 30, 2026, are \$5,125.00.
20. The Landlord collected a rent deposit of \$2,578.32 from the Tenants 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.
21. Interest on the rent deposit, in the amount of \$4.45 is owing to the Tenants for the period from April 1, 2026 to April 30, 2026.
22. 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 Tenants shall pay to the Landlord \$2,728.23. This amount includes rent arrears owing up to April 30, 2026, and the cost of the application minus the rent deposit and interest owing.
2. If the Tenants do not pay the Landlord the full amount owing on or before July 5, 2026, the Tenants 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

Panagiotis P. Roupas

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.