



**Order under Section 21.2 of the
Statutory Powers Procedure Act
and the Residential Tenancies Act, 2006**

Citation: Maiolo v Boel, 2026 ONLTB 48897

Date: 2026-06-24

File Number: LTB-L-017115-26-RV

In the matter of: UNIT A, 571 SANDRA CRES
WALLACEBURG ON N8A2C8

Between: Antonio Maiolo Landlord

And

Hayley Boel Tenant

Review Order

Antonio Maiolo (the 'Landlord') applied for an order to terminate the tenancy and evict Hayley Boel (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was resolved by order LTB-L-017115-26 issued on April 1, 2026.

On April 2, 2026 the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On April 7, 2026 interim order LTB-L-017115-26-RV-IN was issued, staying the order issued on April 1, 2026.

This request to review was heard by videoconference on June 8, 2026.

The Landlord's legal representative, Taff Butters ('TB'), the Landlord's witness, Amanda Jones ('AJ'), and the Tenant, Hayley Boel ('HB'), attended the hearing.

Determinations:

Request to Review

1. The request to review is granted on consent of the parties. As a result, order LTB-L-017115-26 issued on April 1, 2026 was cancelled, and a new hearing was held to consider the merits of the original application.

Brett Blake ('BB')

2. The evidence before me was that BB was a tenant, but vacated the unit in September 2025, prior to this application being filed. BB is removed as a party, because an application under section 69 of the Act cannot be made against a tenant not in possession of the unit.
3. For the sake of clarity, this is not a determination as to whether BB is liable for any rent arrears. It is a determination that I do not have jurisdiction to order that he pay arrears on this type of application, because he was not in possession of the unit when the application was filed.

Merits of the Original Application

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$2,000.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to June 30, 2026 are \$26,000.00.
10. The Landlord collected a rent deposit of \$2,000.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
11. The Landlord owes the Tenant interest on the rent deposit in the amount of \$31.65 for the period May 15, 2025 to June 8, 2026.

Section 82 of the Act

12. During her presentation of evidence, the Tenant claimed that there have been a number of maintenance issues in the rental unit. A tenant is entitled to raise any issue they could raise on a tenant application, and to seek corresponding remedies, in response to a landlord's application about rent arrears, but only if the tenant complies with the requirements set out in section 82 of the *Residential Tenancies Act, 2006* (the 'Act') and the LTB's *Rules of Procedure*. The Tenant did not comply with these requirements, and was therefore not permitted to raise issues under section 82 of the Act: s. 82, *Residential Tenancies Act, 2006*.

Relief from Eviction

Clause 83(3)(a) of the Act

13. Clause 83(3)(a) of the Act states:

(3) Without restricting the generality of subsection (1), the Board shall refuse to grant the application where satisfied that,

(a) the landlord is in serious breach of the landlord's responsibilities under this Act or of any material covenant in the tenancy agreement.

14. Although the Tenant was not permitted to raise her maintenance issues under section 82 of the Act, I heard evidence about some maintenance issues to determine if the Landlord is in serious breach of his obligations under the Act relative to those issues.

15. If I find the Landlord is in *serious* breach of his obligations under the Act, then I am required to refuse to grant the application. Refusal to grant the application is not required simply because the Landlord may be in breach of his obligations under the Act or a material covenant of the tenancy agreement. The breach must be *serious*. Further, the wording of this provisions makes it clear that the breach must be ongoing at the time of the hearing.

16. The Tenant said there is presently no running water to the kitchen sink, and the oven is not working. The Tenant said the kitchen has a countertop, a microwave, and an air fryer.

17. The Tenant said she informed the Landlord that the oven did not work after it was installed in May 2025, and that she informed the Landlord that there was no running water from the kitchen tap in June 2025. There was no documentary evidence to support the Tenant's oral evidence relative to these issues, including relative to if and when the Landlord was informed of these issues.

18. AJ is the Landlord's daughter. She said that the Landlord has tried to enter the unit to repair the water issue in the kitchen on numerous occasions, but these efforts have been impeded because of the Tenant's insistence that she be present at the time of entry.

19. AJ also said that on November 29, 2025, the Tenant emailed the Landlord and AJ to tell them not to worry about repairing the issue with water to the kitchen sink. AJ also said the Tenant would yell at the Landlord about having to give notice of entry, and would at times deny having received notices of entry, despite notices having been delivered.

20. On cross-examination, the Tenant denied having emailed the Landlord to tell him there was no need to repair the sink. The Tenant also denied impeding the Landlord's attempts to enter the unit to address these issues. She said that she insists on being present when the Landlord enters the unit in case something happens, and because she feels uncomfortable with it.

21. I note that the Act gives landlords the right to enter rental units to carry out repair or maintenance work after giving lawful notice to enter. There is no provision in the Act giving

tenants the right to refuse entry simply because they will not be home at the time of entry: ss. 26-27, *Residential Tenancies Act, 2006*.

22. Although the Landlord bears the burden of proof relative to this application, the Tenant bears an evidentiary burden relative to the affirmative defence to the application under ss. 83(3)(a) of the Act. Given the conflicting evidence from the Tenant and AJ, and the lack of any supporting documentary, video, or photographic evidence, I cannot find that the Landlord is in serious breach of the Act relative to these issues.

23. Section 20 of the Act states:

Landlord's responsibility to repair

20 (1) A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards. 2006, c. 17, s. 20 (1).

Same

(2) Subsection (1) applies even if the tenant was aware of a state of non-repair or a contravention of a standard before entering into the tenancy agreement. 2006, c. 17, s. 20 (2).

24. The Court of Appeal for Ontario has rejected the proposition that this provision ought to be interpreted such that a landlord is in breach of their maintenance obligations as soon as a maintenance issue arises. Rather, a contextual approach, including consideration of the "entirety of the factual situation", must be applied to determine whether a landlord has breached their maintenance obligations under the Act: *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, paras 58-60, 84-86; *TST-98783-18 (Re)*, 2019 CanLII 87665 (ON LTB).

25. Generally, landlords are not held liable for maintenance issues that arise if the landlord addresses the issue of disrepair in a timely and effective manner once they become aware, or ought to have become aware of the issue: *TST-67067-16 (Re)*, 2016 CanLII 72234 (ON LTB), para 33; *LTB Interpretation Guideline #5: Breach of Maintenance Obligations*.

26. As part of the entirety of the factual situation in determining if the Landlord is in *serious* breach of the Act, I must also consider the Tenant's conduct. If a tenant impedes a landlord's attempts to affect repairs, this is a necessary consideration in terms of whether the landlord failed to address an issue in a timely manner. An oven not working and a lack of running water in the kitchen sink are legitimate maintenance issues. I am not satisfied on a balance of probabilities that these issues remain ongoing because the Landlord has failed to discharge his maintenance obligations, as opposed to the Landlord not repairing the issues because his attempts to repair were impeded by the Tenant. There was simply insufficient evidence for me to make this determination.

27. I therefore decline to refuse to grant the eviction in accordance with clause 83(3)(a) of the Act.

Subsections 83(1)-(2) of the Act

28. Subsections 83(1)-(2) of the Act state:

Power of Board, eviction

83 (1) Upon an application for an order evicting a tenant, the Board may, despite any other provision of this Act or the tenancy agreement,

- (a) refuse to grant the application unless satisfied, having regard to all the circumstances, that it would be unfair to refuse; or
- (b) order that the enforcement of the eviction order be postponed for a period of time. 2006, c. 17, s. 83 (1).

Mandatory review

(2) If a hearing is held, the Board shall not grant the application unless it has reviewed the circumstances and considered whether or not it should exercise its powers under subsection (1). 2006, c. 17, s. 83 (2).

29. The Tenant said that she and BB moved into the unit in May 2025. She said she was pregnant, and BB told her that the rent was being paid, which she later discovered was not true. The Tenant said that BB was the one with the financial ability to pay the rent, but he suffered from substance abuse/addiction, and moved out.

30. The Tenant has a 4 year old son, who she has 50% custody of.

31. The Tenant's net monthly income is approximately \$1,600.00-\$1,800.00. Given that this is less than the monthly rent, the Tenant acknowledged she cannot afford to pay the ongoing monthly rent, or to commit to a payment plan to repay the significant accumulated arrears.

32. TB said the Landlord has limited income from Old Age Security, and relies on rental income to maintain the property. He said that the substantial accumulation of rent arrears in this case is very prejudicial to the Landlord. TB noted that the Landlord's finances are strained to the extent that he qualified for a fee waiver to file this application.

33. The Tenant said that the Landlord has made a post about her on a "bad tenant" Facebook page, which has inhibited her ability to secure other accommodation. While I do not have jurisdiction to order the Landlord to remove this post, I accept that this may reasonably create some difficulty for the tenant in securing other accommodation. I have considered this relative to whether eviction should be delayed.

34. The Tenant said she would need three to six months to find new accommodation. I find this amount of time to be excessive and unfair, particularly where the Tenant can, admittedly, not pay the rent as it comes due. This would inevitably result in the already considerable rent arrears accumulating.

35. Taking into account both parties' circumstances, I find it would not be unfair to delay eviction until July 31, 2026. This gives the Tenant a reasonable amount of time to secure other accommodation. I find that the prejudice to the Landlord created by this delay is attenuated by the rent deposit he is holding.
36. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until July 31, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The request to review order LTB-L-017115-26 issued on April 1, 2026 is granted.
2. Order LTB-L-017115-26 issued on April 1, 2026 is cancelled and replaced by the following:
3. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
4. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$26,000.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$28,000.00 if the payment is made on or before July 31, 2026. See Schedule 1 for the calculation of the amount owing.
5. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after July 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 6. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before July 31, 2026.**
 7. If the Tenant does not void the order, the Tenant shall pay to the Landlord **\$22,494.35**. This amount includes rent arrears owing up to the date of the hearing. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
 8. The Tenant shall also pay the Landlord compensation of \$65.75 per day for the use of the unit starting June 9, 2026 until the date the Tenant moves out of the unit.
 9. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.

10. If the unit is not vacated on or before July 31, 2026, then starting August 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
11. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after August 1, 2026.

June 24, 2026
Date Issued

Mark Melchers
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 February 1, 2027 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$26,000.00
Total the Tenant must pay to continue the tenancy	\$26,000.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 5, 2026

Rent Owing To July 31, 2026	\$28,000.00
Total the Tenant must pay to continue the tenancy	\$28,000.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$24,526.00
Less the amount of the last month's rent deposit	- \$2,000.00
Less interest owing on the last month's rent deposit	-\$31.65
Total amount owing to the Landlord	\$22,494.35
Plus daily compensation owing for each day of occupation starting June 9, 2026	\$65.75 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	