



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-027574-26

In the matter of: LOWER UNIT, 306 JEWEL ST
LASALLE ON N9J 3X5

Between: 12899477 Canada Inc. Landlord

and

Christopher Edward Grant Tenant

12899477 Canada Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Edward Grant (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenants owe (L1 Application); and
- the Tenant have been persistently late in paying the Tenants' rent (L2 Application).

This application was heard by videoconference on June 18, 2026.

The Landlord's agent, Richard Lammers, and the Tenant attended the hearing.

Determinations:

Tenant's issues

1. The Tenant wanted to raise maintenance issues; however, he acknowledged that he has not properly raised his issues as required by s. 82(2) of the *Residential Tenancies Act, 2006* (the 'Act'). The Tenant indicated that he has filed his own application which is pending to be scheduled by the Board. The Landlord was not prepared to respond to the Tenant's issues because the Tenant did not make the Landlord aware of his intention to raise s.82 issues in advance of this hearing.
2. Rule 19.4 of the Board's Rules of Procedure provides that a Tenant who wishes to raise s.82 issues at a hearing must serve the Landlords and file with the Board a list of their issues as well as their supporting evidence at least seven days before the hearing. Further, Rule 19.5 provides that a Tenant who fails to comply with s.19.4 shall not be permitted to raise these issues at the hearing unless the Board is satisfied that they could not comply. In this case, I find that the Tenant had advance notice of this hearing to properly raise s.82 issues but he did not.

3. For the reasons set out above, I did not hear any evidence or submissions regarding the Tenant's s.82 issues. I informed the Tenant that his maintenance issues can be heard once the Board schedules his application.

L1 Application

4. The Tenant was in possession of the rental unit on the date the application was filed.
5. It is undisputed that the Tenant vacated the rental unit on April 15, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit.
6. The lawful rent is \$1,170.00. It was due on the 1st day of each month.
7. It is also undisputed that the Tenant has not made any payments since the application was filed. The rent arrears owing to April 15, 2026 are \$3,251.09.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,170.00 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. Interest on the rent deposit, in the amount of \$26.72 is owing to the Tenant for the period from March 15, 2025 to April 15, 2026.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,240.37. 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.
2. If the Tenant does not pay the Landlord the full amount owing on or before July 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 5, 2026 at 4.00% annually on the balance outstanding.

June 23, 2026
Date Issued

Adeela Alvez
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	\$3,251.09
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,170.00
Less the amount of the interest on the last month's rent deposit	- \$26.72
Total amount owing to the Landlord	\$2,240.37