



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

File Number: LTB-L-032082-26

In the matter of: 263 CRESTHAVEN DR
NEPEAN ON K2G6W3

Between: Yongwei Wang Landlord

and

Sandra Morissette Tenant

Yongwei Wang (the 'Landlord') applied for an order to terminate the tenancy and evict Sandra Morissette (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord, the Tenant, and the Tenant's support person, Kevin Gordon, attended the hearing. The Tenant authorized Kevin Gordon to speak on her behalf while she remained present during the hearing.

Determinations:

Tenant's issues

1. The Tenant wanted to raise maintenance issues; however, the Tenant acknowledged that her issues were not properly raised as required by s. 82(2) of the *Residential Tenancies Act, 2006* (the 'Act'). The Tenant has filed her own application which is pending to be heard by the Board. The Tenant requested an adjournment to combine this application with theirs. The request was denied.
2. 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. In addition, he did not consent to the adjournment.
3. 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 she did not. For these reasons, I denied the adjournment.

request, and I did not hear any evidence or submissions regarding the Tenant's s.82 issues.

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 30, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit.
6. The lawful rent is \$2,550.00. 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 30, 2026, are \$7,650.00.
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 \$2,550.00 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 \$86.34, is owing to the Tenant for the period from November 28, 2024, to April 30, 2026.

It is ordered that:

1. The Tenant shall pay to the Landlord \$5,199.66. 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	\$7,650.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,550.00
Less the amount of the interest on the last month's rent deposit	- \$86.34
Total amount owing to the Landlord	\$5,199.66