



Order under Section 69 Residential Tenancies Act, 2006

Citation: Dospial v Conrad, 2026 ONLTB 50644

Date: 2026-06-29

File Number: LTB-L-034292-26

In the matter of: 83, 3900 SAVOY ST
LONDON ON N6P0H9

Between: Jakub Jerzy Dospial Landlord

And

Tracey Conrad Tenant

Jakub Jerzy Dospial (the 'Landlord') applied for an order to terminate the tenancy and evict Tracey Conrad (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 24, 2026.

The Landlord, the Landlord's Legal Representative, Loryn Lux, 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 82 of the Act and did not provide timely disclosure

1. At the hearing the Tenant wished to raise issues pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). To this end, the Tenant provided materials to the LTB on May 29, 2026 - which were subsequently posted to the Tribunals Ontario Portal ('TOP') on May 29, 2026.
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. 82. The Landlord's Representative advised she did not get any materials from the Tenant and submitted it was only during the hearing she was aware that the Tenant had sent materials to the Board that were subsequently posted to TOP on May 29, 2026.

4. Section 82 provides a tenant may raise issues which may result in set-off against a Landlord's claims for arrears at an L1 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 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 and disclosure requirements the Tenant had to provide her list of section 82 issues and all materials on which they intended to rely to the Landlord on or before June 17, 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 her issues under s. 82. 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 - and a copy of a s. 82 form was mailed to the Tenant on May 14, 2026. The Tenant acknowledged receiving the same and reading the Notice of Hearing, including the section dealing with evidence.
10. In the above circumstances I am not satisfied the Tenant could not have complied with the Rules. The Tenant had a period of at least 5 weeks to complete the s. 82 form and provide her materials to the Landlord and LTB.
11. As a result, the Tenant was not permitted to raise any issues under s. 82 of the Act and may not rely on materials they provided to the LTB on this file prior to the hearing. The Tenant remains free to seek legal advice and/or pursue any timely issues that may form the subject of a tenants' application under the Act. The Tenant in fact advised she had filed a T2;T6 application already.

L1 Determination:

12. 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.
13. As of the hearing date, the Tenant was still in possession of the rental unit.
14. The lawful rent is \$2,500.00. It is due on the 1st day of each month.

15. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.
16. The Tenant has not made any payments since the application was filed.
17. The rent arrears owing to June 30, 2026 are \$7,500.00.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. There is no last month's rent deposit.
20. The Tenant brought up an issue regarding mould in relation to denying an eviction under section 83(3)(a) of the Act.
21. While this issue might be the subject of an application to the LTB by the Tenant, I am not satisfied on the evidence before me that the Tenant has established that they rise to the level of a serious breach. I make this finding only in relation to section 83(3)(a) of the Act, and this order should not be taken to preclude the Tenant from bringing an application should they still have time under the Act's statutory deadline, which the tenant advised she had as she wanted to keep the issues separate.
22. The eviction is not denied as a result of a serious breach contemplated pursuant to section 83(3)(a) of the Act.
23. 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. This extension of time accounts for both parties' evidence in relation to their financial circumstances.
24. The Landlord's Legal Representative submitted that the parties have attempted to work out a payment plan to no avail, since the application was filed. The Tenant's evidence in relation to entering a payment plan illustrated that a payment plan would not be viable given the Tenant's current life circumstances, unemployment status, income sources and monthly expenses. The Tenant would have difficulty covering the monthly rent, her other expenses, let alone the arrears.
25. The Tenant testified to the impact an eviction would have on her as she has a significant connection to her community and thus the Tenant requested and extended eviction to September 2026. The Tenant also testified to the financial challenges looking for a new home would bring given her current circumstances.
26. In response to questioning from the Board, the Landlord's Legal Representative explained that any further delay in granting the application would be financial prejudicial to the Landlord, and that the Landlord relies on rent to pay expenses related to the rental unit.
27. Considering all of the evidence and, notwithstanding the Landlord may face some financial prejudice, I find that, pursuant to subsection 83(1)(b) of the Act that it would not be unfair

to the Landlord to delay the eviction until July 31, 2026, due to the significant impact an early eviction would have on the Tenant.

28. Given the Tenant's personal and financial circumstances as testified to, I am satisfied that she may experience challenges securing housing that fits her needs such that more time is required. By contrast, the Landlord, while I acknowledge may face further financial prejudice, the Landlord is holding the last month's rent deposit and after considering the totality of the circumstances I conclude that delaying eviction to July 31, 2026, is fair and appropriate.
29. The extension of time will provide the Tenant time to secure her future income sources/funds to pay the arrears or to find a new place to live for herself.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
 2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$7,686.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$10,186.00 if the payment is made on or before July 31, 2026. See Schedule 1 for the calculation of the amount owing.
 3. 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.
 4. **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.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,158.56. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$82.19 per day for the use of the unit starting June 25, 2026 until the date the Tenant moves out of the unit.
 7. 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.

8. 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.
9. 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 29, 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.

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	\$7,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,686.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2026

Rent Owing To July 31, 2026	\$10,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,186.00

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

Rent Owing To Hearing Date	\$6,972.56
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$7,158.56
Plus daily compensation owing for each day of occupation starting June 25, 2026	\$82.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	