



Order under Section 69 Residential Tenancies Act, 2006

Citation: Glober v Keidel, 2026 ONLTB 50718

Date: 2026-06-30

File Number: LTB-L-034564-26

In the matter of: 1614 BOWMANTON RD
ROSENEATH ON K0K2X0

Between: Gina Glober Landlord

And

Carrie Keidel Tenant

Gina Glober (the 'Landlord') applied for an order to terminate the tenancy and evict Carrie Keidel (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, Ron Averbuch and the Tenant attended the hearing. The Tenant spoke to Tenant Duty Counsel prior to the start of this proceeding.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,000.00. It is due on the 22nd day of each month.
4. 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.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to July 21, 2026, are \$12,000.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. There is no last month's rent deposit.
9. 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 August 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.
10. 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, employment status, income sources and monthly expenses. The Tenant would have difficulty covering the monthly rent, her other expenses, let alone the arrears, even with the help of her adult child who resides in the rental unit and is receiving ODSP.
11. The Tenant testified to the impact an eviction would have on her and her daughter, explaining they have significant connection to the community and thus the Tenant requested and extended eviction to September 30, 2026. The Tenant also testified to the financial challenges looking for a new home would bring given her current personal and financial circumstances.
12. 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.
13. 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 August 31, 2026, due to the significant impact an early eviction would have on the Tenant and her adult disabled child.
14. Given the Tenant's circumstances 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, after considering the totality of the circumstances I conclude that delaying eviction to August 31, 2026, is fair and appropriate.
15. 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 and her adult disabled daughter.

Section 82 issues

16. The Divisional Court has found that section 82 gives a tenant the right to raise issues on an L1 application without bringing an application under subsection 29(1) of the Act. **[See Ansari v. JIHC Crescent Village, 2012 ONSC 1953 (CanLII) and SWT-84446-16 (Re), 2016 CanLII 44317 (ON LTB)]**

17. Rules 19.4 and 19.5 of the LTB's Rules of Procedure explain how tenants assert rights under section 82. These rules say:

19.4 Unless the LTB has directed or ordered otherwise, a tenant who intends to raise issues under sections 82(1) or 87(2) of the Act during a hearing for a landlord's application about rent arrears shall provide the other parties and the LTB with the following at least 7 days before the scheduled CMH or hearing:

1. a written description of each issue the tenant intends to raise; and
2. a copy of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing.

19.5 A tenant who fails to provide the LTB and other parties with a written description of each issue they intend to raise at the hearing as required in Rule 19.4 shall not be permitted to raise issues under sections 82(1) or 87(2) of the Act during a hearing for a landlord's application about rent arrears unless the LTB is satisfied that the tenant could not comply with the requirements.

18. The Tenant complied with Rule 19.04 and filed a list of the issues she wished to raise under section 82 and the Landlord's Legal Representative confirmed service of the same.
19. Various sections of the Act permit a tenant to seek a remedy against their landlord, but the most commonly relied-on section of the Act is section 29, which says:

29 (1) A tenant or former tenant of a rental unit may apply to the Board for any of the following orders:

1. An order determining that the landlord has breached an obligation under subsection 20 (1) or section 161.
2. An order determining that the landlord, superintendent or agent of the landlord has withheld the reasonable supply of any vital service, care service or food that it is the landlord's obligation to supply under the tenancy agreement or deliberately interfered with the reasonable supply of any vital service, care service or food.
3. An order determining that the landlord, superintendent or agent of the landlord has substantially interfered with the reasonable enjoyment of the rental unit or residential complex for all usual purposes by the tenant or a member of his or her household.
4. An order determining that the landlord, superintendent or agent of the landlord has harassed, obstructed, coerced, threatened or interfered with the tenant during the tenant's occupancy of the rental unit.
5. An order determining that the landlord, superintendent or agent of the landlord has altered the locking system on a door giving entry to the rental unit or the residential complex or caused the locking system to be altered during the tenant's occupancy of the rental unit without giving the tenant replacement keys.

6. An order determining that the landlord, superintendent or agent of the landlord has illegally entered the rental unit.

(2) No application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred.
20. If a tenant who relies on section 82 establishes that they are entitled to a remedy, the LTB can grant any remedy that would have been available to the tenant on a stand-alone tenant application, including an order under section 30 or 31 of the Act.
21. There was a preliminary issue raised by the Landlord's Legal Representative, upon Board questioning concerning the limitation period applicable to the Tenant's claims under section 82.
22. Subsection 29(2) of the Act imposes a limitation period on tenant applications under subsection 29(1). The phrase 'could be the subject of an application by the tenant' in subsection 82(1) incorporates the one-year limitation period in subsection 29(2).
23. The effect of subsection 29(2) is that the LTB can award a remedy only in relation to conduct or actions that occurred or continued during the one year before the application was filed. **[See Toronto Community Housing Corporation v Allan Vlahovich, 2010 ONSC 1686 (CanLII)]** It applies where a tenant asserts rights under section 82 based on issues that could have been the subject of a stand-alone tenant application under section 29.
24. In my view, for subsection 29(2), a tenant's claim under section 82 is 'anchored' by the date the landlord application is filed—April 20, 2026, in this case—not the date the tenant identifies the issues it wishes to raise based on section 82.
25. Section 82 of the Act allows a tenant to rely on matters that could have been raised on a stand-alone tenant application under section 29, for example, without being required to file such an application. Effectively, section 82 allows a tenant to 'take shelter' under an application commenced by their landlord and raise issues that could have been the subject of an independent tenant application. In this regard, it promotes the expeditious and cost-effective determination of the landlord's claim for unpaid rent and any counterclaim that the tenant might have based on the landlord's conduct as is contemplated by section 2 of the Statutory Powers Procedures Act.
26. Limitation periods serve three purposes: (a) to promote accuracy and certainty in the adjudication of claims; (b) to provide fairness to persons who might be required to defend against claims based on stale evidence; and (c) to prompt persons who might wish to commence claims to be diligent in pursuing them in a timely fashion. **[See Canadian Imperial Bank of Commerce v Green, 2015 SCC 60 (CanLII), para 57]** The expiry of a limitation period deprives a person of the ability to recover a claim that has become statute-barred. **[See Tolofson v Jensen, 1994 CanLII 44 (SCC)]**
27. The application of subsection 29(2) where a tenant has filed an independent application under section 29(1) is not difficult.

28. Where, however, a tenant relies on section 82 to raise an issue that could have been the subject of an independent application under section 29(1), there is an issue as to when a tenant's claim, for lack of a better expression, 'anchors'—the date for the determine the one-year 'look-back' referenced in subsection 20(2) is fixed. Is it when the landlord files the L1 application or when the tenant provides notification that they will be raising issues under section 82?
29. There is no clear answer to that question in the Act and there has been no guidance from the Divisional Court on the issue. In **Lopera v. Margosutjahjo [2020 ONSC 7436 (CanLII)]**, the Divisional Court dealt with a case in which the tenant relied on section 82 to claim an abatement of rent based on section 29. The Court referenced subsection 29(2) and found that the LTB had correctly determined that the tenant was limited to issues arising 'within the last year', which might refer to the one year before the landlord application was filed, although this is not explicitly stated.
30. In those LTB cases where the issue has arisen, the LTB's approach appears inconsistent.
31. Some Members have interpreted the wording of subsection 82(1) and 29(2) as limiting the LTB's jurisdiction to grant a remedy for conduct that occurred within the one year before the tenant notified the landlord that they intend to rely on section 82. [**TSL-82883-17 (Re)**, **2017 CanLII 28658 (ON LTB)**, **TNL-96287-17 (Re)**, **2017 CanLII 142640 (ON LTB)** and **TSL-63981-15 (Re)**, **2016 CanLII 39872 (ON LTB)**] Those Members effectively equate the tenant providing notice that they are going to rely on section 82 as an 'application' by the tenant under subsection 29(1).
32. Other Members have found that the 'anchor' for the one-year limitation period in subsection 29(2) is the date the landlord filed its application under the Act. [**See TSL-77928-16 (Re)**, **2017 CanLII 28623 (ON LTB)**, **TET-90075-18 (Re)**, **2018 CanLII 113932 (ON LTB)**, **TST-65783-15-RV (Re)**, **2018 CanLII 42887 (ON LTB)** and **Kotorobai v Frimpong, 2021 CanLII 91732 (ON LTB)**]
33. I prefer the position that it is the date the landlord filed its application that 'anchors' the tenant's claim and establishes the reference date for the one-year limitation for any issues the tenant may raise in reliance on section 82.
34. Where a tenant raises issues under section 82, only one application is before the LTB: the landlord's application. In my view, the landlord's filing of that application triggers rights under section 82 and is the 'anchor' for subsection 29(2).
35. In deciding the date, the landlord application was filed is the 'anchor' for subsection 29(2), I have considered the purposes served by a limitation period.
36. I am unable to find that a notice requirement contained in the LTB's Rules of Procedure, which requirement can be waived or varied by the LTB as contemplated by paragraph 82(1)(b) of the Act, constitutes an 'application' for the purpose of subsection 29(2). Fixing the 'anchor' for tenant issues raised in reliance on section 82 based on the LTB's scheduling protocols and the discretion of the Member hearing the landlord application does not, in my view, fit easily with the purposes of limitation periods. Fixing the 'anchor' for the one-year limitation period under subsection 29(2) as the date the landlord filed its

application establishes the 'anchor' based on a readily determinable and fixed procedural event, which, in my view, promotes certainty in adjudicating claims.

37. In this case, the issues identified by the Tenant are almost all ongoing, however the majority of the claims lack sufficient details.

38. The Tenant alleges four issues under section 82 of the Act

1. Illegal entries, harassment and threats and substantial interference related to the Landlord's unannounced attendances alleged to be between February 2025 and 2026. The Tenant sought an abatement of rent of \$12,000.00
2. Interference with heat and temperature control, regarding thermostat access and hydro charges, effectively interference with vital services, which the Tenant alleges has been ongoing since the commencement of the tenancy. The Tenant requested a reimbursement of \$3,300.00 for her excessive Hydro bills due to issues with vital services.
3. Maintenance issues regarding uninsulated windows and doors, and electrical safety and a water leak which caused mold. The Tenant alleges to have notified the Landlord on or about January 1, 2024, and the issues are ongoing. The Tenant requested repairs to be made.
4. Failure of the Landlord to maintain the grounds of the rental unit regarding landscaping and snow removal, where the Tenant alleges has been since the commencement of the tenancy on or about January 2024, the Tenant was seeking a reimbursement of \$700.00 for costs incurred.

39. The Landlord's Legal Representative submitted that the allegations contained in the Tenant's application lack sufficient detail and particulars, as no dates or specific times of any alleged instances of illegal entries, harassment, threats and substantial interference or interference with vital services by the Landlord have been pleaded and the Landlord has been put in the unfair situation of having to defend itself to the Tenant's first two s82 claims that the Landlord has no understanding of what the particular issues are other than generalities of the allegations. Accordingly, the Landlord's Representative submitted that these s82 issues should be dismissed.

40. A Tenant's application, and s82 issues by inference must provide sufficient detail to allow the opposing party to know the specific allegations being made so that the opposing party can be in a position to know the case that must be met.

41. MacDougall J. wrote in *Ball v. Metro Capital [2022] O.J. No. 5931* that, "Particulars should include, dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct.." While this case involved a notice of termination served to a tenant, I am of view the general principle regarding the need for particular and details apply equally to Tenant application. In this leading case, the Court stated that the various purposes for requiring a party to provide reasons and details include the responding party's need "to know the specific allegations made so that they can be in a position to know the case that must be met; to decide whether to dispute the allegations made before the Tribunal; and to consider whether to stop the conduct or activity or correct the omission...."

42. The Landlord's Legal Representative submitted the allegations of substantial interference and harassment, threats, and illegal entries and interference with vital services by the Landlord are lacking any semblance of details of said behaviour from the Landlord being alleged by the Tenant in her s82 claims. Moreover, evidence uploaded to the Tribunals Ontario Portal (TOP) by the Tenant does not provide sufficient particulars to support the Tenant's allegations in her s82 claims, which upon Board questioning I opined the Tenant's claims and evidence submitted were general statements, and devoid of detail.
43. I find the allegations in the Tenant's first two s82 claims are vague and lack any context in terms of dates and details. The evidence of the s82 claims related to the Tenant's first two issues have no specific dates referenced, other than generalities of months and the supporting evidence submitted to TOP does not specify particulars and further some claims are statute barred as of the Landlord's application and the anchoring of when the Tenant can make her s82 claims. There simply is a statement of issues with broad time period provided where the Tenant alleges the issues are ongoing, devoid of sufficient detail.
44. It is not for the Landlord or the Board to assist the Tenant in completing their s82 claims or correcting deficiencies. As with all s82 claims before the Board, it is the applicant who must bring claims that meet minimum requirements.
45. The Landlord's right to present a meaningful defence in a timely fashion must also be taken into consideration. The first two s82 claims do not contain sufficient details on any of the alleged grounds that would allow the matter to be fairly heard.
46. As a result, I am satisfied that the lack of details provided in the first s82 claims were not sufficient for the Landlord to understand the case to be met to and to make a decision concerning whether or not to dispute the allegations at the hearing, and effectively would have experienced significant prejudice if expected to present a defence against unknown broad and unspecified allegations.
47. Accordingly, the Tenant's first two s82 claims enumerated in paragraph 38 are dismissed.
48. In regards to the Tenant's last two s82 claims enumerated in paragraph 38 above. The Tenant simply testified that the maintenance issues outlined caused her to use more hydro, and she simply mentioned a mold issue related to flood in the basement of the rental unit in March 2026, which was remedied but resulted in mold. Furthermore, she testified that she dealt with the landscaping particularly the grass cutting and snow removal since the tenancy commenced and sought reimbursement for out-of-pocket expenses.
49. Section 20(1) of the Act reads as follows: 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.

50. The standard of proof in proceedings before this Board is “proof on a balance of probabilities.” By that standard, the party bearing the burden of proof must show with evidence that, “more likely than not”, their assertions are true. Where the evidence of the opposing party is as believable as that of the party bearing the burden of proof, that burden cannot be said to have been discharged.
51. No substantial documentary evidence adduced by the Tenant, either in part or taken in its entirety, suffices to meet the burden of proof upon the Tenant to demonstrate that the Landlord has breached his obligations as they pertain to the s82 issues (Tenant’s issues 3 and 4) enumerated above.
52. After considering all of the evidence, I cannot find that the Landlord breached s.20 of the Act with respect to the aforementioned issues as alleged by the Tenant. I acknowledge that the presence of some of these issues such as claimed as described by the Tenant, would be unpleasant, I find that the Tenant was not able to identify any breach. Based on the testimony before me, I also find that the Landlord acted reasonably following the reporting of the issues by the Tenant regarding the flood, and no evidence was introduced by the Tenant to substantiate the mold issue.
53. As such, the Tenant is not entitled to any remedies of abatement and reimbursement for costs alleged to be incurred and sought in her s82 claims for this application.
54. I have considered all the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.
55. The order contains all of the reasons for the decision within it. No further reasons shall be issued.

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:**
 - \$12,186.00 if the payment is made on or before July 21, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$14,186.00 if the payment is made on or before August 21, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$16,186.00 if the payment is made on or before August 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 August 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 August 31, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,383.25. 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 \$65.75 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 August 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from September 1, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before August 31, 2026, then starting September 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 September 1, 2026.

June 30, 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 March 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 July 21, 2026

Rent Owing To July 21, 2026	\$12,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before August 21, 2026

Rent Owing To August 21, 2026	\$14,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,186.00

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

Rent Owing To September 21, 2026	\$16,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,186.00

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

Rent Owing To Hearing Date	\$10,197.25
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$10,383.25
Plus daily compensation owing for each day of occupation starting June 25, 2026	\$65.75 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	