



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

File Number: LTB-L-030283-26

In the matter of: 201, 51 RUSSETT AVE
OSHAWA ON L1G3R4

Between: Amer Mahmood jilani Landlord

And

Gregory Lamb Tenant
Kaylee Lamb

Amer Mahmood jilani (the 'Landlord') applied for an order to terminate the tenancy and evict Gregory Lamb and Kaylee Lamb (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 11, 2026.

The Landlord and one of the Tenant's, Kaylee Lamb, attended the hearing.

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.

Preliminary Issue - Issues a Tenant Intends to Raise at a Rent Arrears Hearing

3. The Tenant was intending on raising maintenance issues under s. 82 of the Act however, they failed to comply with the service requirements to raise such issues. The Tenant uploaded several documents to the Portal but stated that she did not disclose them to the Landlord seven days prior to the hearing.

4. Section 82 states:

82 (1) At a hearing of an application by a landlord under section 69 for an order terminating a tenancy and evicting a tenant based on a notice of termination under section 59, the Board

shall permit the tenant to raise any issue that could be the subject of an application made by the tenant under this Act if the tenant,

(a) complies with the requirements set out in subsection (2); or

(b) provides an explanation satisfactory to the Board explaining why the tenant could not comply with the requirements set out in subsection (2). 2020, c. 16, Sched. 4, s. 16.

5. Section 82(2) states:

Requirements to be met by tenant

(2) The requirements referred to in subsection (1) are the following:

1. The tenant shall give advance notice to the landlord of the tenant's intent to raise the issue at the hearing.

2. The notice shall be given within the time set out in the Rules.

3. The notice shall be given in writing and shall comply with the Rules. 2020, c. 16, Sched. 4, s. 16

6. The Tenant states that they did not know about the requirements of service under the Act. The Tenant uploaded their s.82 issues to the Portal using the Board approved form "Issues a Tenant Intends to Raise at a Rent Arrears Hearing". I referred the Tenant to this document, and she confirmed that within the instructions it clearly states:

"This form must be given to the landlord, of the landlord's representative, and the LTB as soon as possible but no later than 7 days before the hearing of the landlord's application."

7. I am not satisfied with the Tenant's explanation as to why she was not able to comply with the service requirements outlined in the Act. Therefore, they have failed to comply with the requirements to be met by a tenant under s. 82 and they were not permitted to raise these issues at the hearing. The Tenant was advised that they still have the right to file their own tenant application with the Board.

Rent Arrears

8. The lawful rent is \$1,895.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$62.30. This amount is calculated as follows: \$1,895.00 x 12, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to June 30, 2026, are \$7,580.00.
12. Both parties agree that there has been an ongoing dispute regarding maintenance concerns in the unit.
13. The Tenant does not dispute the amount of arrears. The Tenant stated that they were paying their rent but after they discovered maintenance issues in the unit they stopped paying. There have been no payments made since February 2026. The Tenant stated that

they have not set this money aside and it is not in their possession. They are currently not employed and relying solely on their child tax benefit for living expenses. The monthly rent exceeds the amount that she is currently receiving each month.

Filing Fee – Last Month Rent Deposit - Interest

14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$1,895.00 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.
16. Interest on the rent deposit, in the amount of \$40.99 is owing to the Tenant for the period from June 1, 2025, to June 11, 2026.

Relief from Eviction

17. The Tenant's testimony appeared to infer that she did not intend to remain at the rental unit. I sought confirmation from the Tenant that she does want to stay in the unit, and she stated, "not really wanting to stay". The Tenant asked for 90 days to vacate the unit if I was to order termination of the tenancy. She stated that she has a child with a physical disability and another child who is currently in school and does not wish to uproot them during the school year.
18. The Landlord states that he is open to a delayed termination of the tenancy, but 90 days is too long, and he submits that 30 days would be appropriate.
19. I agree with the Landlord's position. The evidence before me is that the Tenant has no intention to pay the arrears and I believe that a delay of 90 days would further prejudice the Landlord as the arrears would continue to accumulate.
20. 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 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:**
 - \$7,766.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$9,661.00 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 \$4,620.31. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. 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.
 6. The Tenant shall also pay the Landlord compensation of \$62.30 per day for the use of the unit starting June 12, 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 30, 2026
Date Issued

Chris Hall
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	\$7,580.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,766.00

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	\$9,475.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,661.00

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

Rent Owing To Hearing Date	\$6,370.30
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,895.00
Less the amount of the interest on the last month's rent deposit	- \$40.99
Total amount owing to the Landlord	\$4,620.31
Plus daily compensation owing for each day of occupation starting June 12, 2026	\$62.30 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	