



Order under Section 69 Residential Tenancies Act, 2006

Citation: Medallion Corporation v Searlett, 2026 ONLTB 1437

Date: 2026-01-07

File Number: LTB-L-089456-25

In the matter of: 1106, 26 CARLUKE CRES
Toronto ON M2L2J2

Between: Medallion Corporation Landlord

And

Kwnisha Ishlia Donnet Searlett
Charles Alexander Wettlaufer Tenant

Medallion Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Kwnisha Ishlia Donnet Searlett and Charles Alexander Wettlaufer (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 17, 2025.

The Landlord's Legal Representative, Samuel Korman, and the Tenant, Charles Alexander Wettlaufer ("CW"), 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.
3. The lawful rent is \$1,988.88. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.39. This amount is calculated as follows: \$1,988.88 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 December 31, 2025 are \$17,802.92. CW agreed with the amount of arrears.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,973.72 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.
9. Interest on the rent deposit, in the amount of \$27.04 is owing to the Tenant for the period from June 1, 2025 to December 17, 2025.
10. 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 January 31, 2026 pursuant to subsection 83(1)(b) of the Act.
11. CW sought an opportunity to preserve the tenancy and proposed paying the Landlord the rent in full and on time going forward and an additional \$1,000.00 a month towards the arrears until the balance is paid off.
12. CW testified that he has been experiencing health issues since 2023 and was hospitalized from July to December 2023. CW testified that he went back to work in January 2024 and eventually lost his job in May 2025 due to being ill.
13. CW testified that he worked for 1-800-GOT-JUNK? for three months from May to August 2025 but was not hired after his probation ended. CW is currently not working and has had no income since August 2025.
14. CW testified that he was not eligible for Employment Insurance (EI) benefits. CW testified that he has applied for assistance from the Rent Bank and is returning to work in three weeks.
15. CW testified that he is able to pay the Landlord the rent for January 2026 on time as he is able to borrow money from his friends.
16. CW testified that the other Tenant does not contribute to the rent as she is saving to move out.
17. The Landlord opposed the payment plan and sought a standard eviction order submitting that the Landlord previously filed a L1 application in 2024 and that the Tenant has made no attempts to make any payments to the Landlord.
18. Based on the evidence before the Board, I am not satisfied that the Tenant has established he can comply with the payment plan proposed. The Tenant provided no documentary evidence that he was approved for any funds from the Rent Bank and no evidence to suggest that his return to work is certain and that he will earn approximately \$3,700.00 a month.
19. Even if I accept the CW's evidence, CW's monthly income of \$3,700.00 will not be sufficient to pay the monthly rent plus \$1,000.00 towards the arrears. CW's monthly expenses are \$805.00. Together with the monthly rent of \$1,988.88 and \$1,000.00 towards the arrears, the total CW would have to pay is \$3,793.88.

20. While CW submits that he will borrow money from his friends to pay the Landlord the rent for January 2026, there is no evidence before the Board that CW has secured financial assistance from anyone. CW's friends did not attend the hearing to confirm they will assist him. The possibility that CW will secure sufficient funds is mere speculation at this point. I also find it questionable that the other Tenant has not made any efforts to pay the Landlord given she resides in the rental unit, despite CW's evidence that she is employed and has constantly had an income.
21. The arrears are substantial and the Tenant has made no good faith payments to the Landlord since the N4 Notice was served on April 8, 2025. CW's evidence was that he was working in May to August 2025. I see no reason why the Tenant did not pay the Landlord anything for the months that CW was employed.
22. In the event I denied the Tenant's request for relief in terms of a payment plan, CW requested that eviction be delayed 30 days. CW submits that he has been looking for alternate housing but has not found anything.
23. As a result, having considered all the circumstances of both parties, I find that postponing the eviction until January 31, 2026 would be fair in the circumstances. Given the 4.5-year tenancy and the fact that the Landlord holds a last month's rent deposit and is a corporate landlord, I find it reasonable to provide the Tenant a short extension to secure alternative housing or to locate the funds to void the order and that this brief delay will not unduly prejudice the Landlord.

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:**
 - \$19,977.80 if the payment is made on or before January 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 January 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 January 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$15,110.91. 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 \$65.39 per day for the use of the unit starting December 18, 2025 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 January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 31, 2026, then starting February 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 February 1, 2026.

January 7, 2026
Date Issued

Vicky Liu
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 August 1, 2026 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 January 31, 2026

Rent Owing To January 31, 2026	\$19,791.80
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$19,977.80

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

Rent Owing To Hearing Date	\$16,925.67
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,973.72
Less the amount of the interest on the last month's rent deposit	- \$27.04
Total amount owing to the Landlord	\$15,110.91
Plus daily compensation owing for each day of occupation starting December 18, 2025	\$65.39 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	