



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

File Number: LTB-L-088567-25

In the matter of: 3, 378 MARA RD
BEAVERTON ON L0K1A0

Between: 2390643 Ontario Corporation Landlord

And

Cynthia Fontaine Tenant

2390643 Ontario Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Cynthia Fontaine (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 15, 2025.

The Landlord's Agent, Matthew Pearson, the Landlord's Representative, Giuseppe Rizzuto, and the Tenant attended the hearing.

Determinations:

Preliminary Issue: Adjournment Request Denied

1. The Tenant sought an adjournment request to speak to legal counsel and to submit evidence that the Landlord is harassing her and withholding services. The Tenant testified she has not contacted legal counsel as her friend was shot and killed in her driveway at the end of October 2025. She testified that the incident had affected her mental health such that she could not prepare for the hearing.
2. The Landlord opposed the adjournment as the Tenant has not paid rent since June and the arrears are substantial.
3. I denied the adjournment request. I was satisfied that the Tenant had adequate notice of this hearing and adequate time to prepare for it. The notice of termination was served on September 25, 2025 and the Notice of Hearing was mailed on November 13, 2025. The Tenant had approximately 2.5 months to reach out to legal representation prior to the hearing date.
4. As noted in the LTB's Interpretation Guideline 1: Adjourning and Rescheduling Hearings, adjournments will only be granted in exceptional circumstances if the parties have been

given adequate notice of the hearing. While the guideline is not binding on me, I see no reason to depart from it here.

5. I accept the evidence of the Tenant that there was a shooting and that it would have had a significant impact on her, but I am not satisfied that the impact was so significant that the Tenant could not have taken some steps to get legal representation or gather and serve her evidence. The Tenant also provided no medical or other evidence that supported her assertion that she was unable to take any steps to obtain legal representation prior to the hearing due to her mental health. In my view, an adjournment would unduly prejudice the Landlord given that the arrears are substantial. As a result, I denied the adjournment request and continued with the hearing.

L1 Application:

6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$1,850.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$60.82. This amount is calculated as follows: $\$1,850.00 \times 12$, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to December 31, 2025 are \$12,950.00. The Tenant did not dispute the amount of the arrears.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,850.00 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.
14. Interest on the rent deposit, in the amount of \$71.35 is owing to the Tenant for the period from June 1, 2024 to December 15, 2025.

Section 83 Considerations:

15. The Tenant testified that she is a self-employed cleaner and that she had lost clients due to her mental health. Her monthly income is between \$1,850.00 and \$3,000.00 and she is working on re-building her client base. The Tenant stated she had to fix her care and is not paying rent as she is struggling to pay other expenses.
16. The Tenant testified that the Landlord's Agent has been harassing her. The Tenant testified that in February 2025 her ceiling collapsed, and the Landlord had the police come and ask her to move while they fixed the unit. The Tenant did not provide any information

about the continuing of this maintenance issue. The Landlord also does not plow her side of the driveway in winter and in April 2025 the Landlord did nothing when there was a tree limb over her car covered in ice. The Tenant testified that the Landlord's Agent yells at her guests, tried to get a trespass order on her boyfriend, and that her has gotten into her face and yelled at her. The Tenant also stated the Landlord's Agent comes to the property to spy on her and her guests, and he will shout across the parking lot that she owes money in front of other Tenants.

17. The Tenant has sought a delay in the eviction as she does not have money to pay first and last months rent and she needs to continue to reside in the area for her work.
18. The Landlord is seeking a standard 11-day order. There are only 5 units in the residential complex and the Landlord needs rent from this unit to pay the mortgage and utilities. The Landlord attempted to negotiate a payment plan, but the Tenant was not agreeable.
19. Based on the evidence before me, while the issues with the Landlord's Agent might be the subject of a substantial interference application to the Board, I am not satisfied that the Tenant has established that the Landlord is in a serious breach of their responsibilities within the meaning of section 83(3)(a) of the *Residential Tenancies Act, 2006* (the 'Act'). The allegations surrounding maintenance were not established as an ongoing issue, and there was not documentary evidence submitted to support the Tenant's oral testimony. The Landlord denied all claims of harassment. My finding is without prejudice to the Tenant bringing a T2 application in relation to the substantial interference should they consider it appropriate to do so.
20. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act until January 31, 2026.
21. I accept the Tenant's evidence that eviction will have an impact on her. However, the Tenant's evidence also demonstrated that this is not a viable tenancy. The Tenant does not have the financial capacity to pay the monthly rent, let alone make payments towards the arrears. Providing a relatively short delay will allow the Tenant to find alternative accommodations, however, given that the arrears are not insignificant, and the Tenant has not made any payments since the application was filed, it would be unfair to delay the eviction longer.
22. In these circumstances, I find that it would not be unfair to delay eviction until January 31, 2026.

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:**
 - \$14,986.00 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 \$10,276.95. 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 \$60.82 per day for the use of the unit starting December 16, 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 8, 2026
Date Issued

Allana McComb
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	\$14,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,986.00

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

Rent Owing To Hearing Date	\$12,012.30
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,850.00
Less the amount of the interest on the last month's rent deposit	-\$71.35
Total amount owing to the Landlord	\$10,276.95
Plus daily compensation owing for each day of occupation starting December 16, 2025	\$60.82 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	