



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-059352-25

In the matter of: 51 JOHN ST
LEAMINGTON ON N8H1H7

Between: ARIM TARIQ Landlord

And

WILLIAM (BILL) LUCAS Tenant
SANDRA (SANDY) MARONTATE

ARIM TARIQ (the 'Landlord') applied for an order to terminate the tenancy and evict WILLIAM (BILL) LUCAS and SANDRA (SANDY) MARONTATE (the 'Tenant') because

- the Tenant did not pay the rent that the Tenant owes.
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises;
- the Tenant has been persistently late in paying the Tenant's rent;
- the Landlord requires possession of the rental unit in order to demolish the unit.

This application was heard by videoconference on August 11, 2025.

Only the Landlord and the Landlord's Legal Representative Charles Gascoyne attended the hearing.

As of 1:34 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application

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 \$650.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$21.37. This amount is calculated as follows: \$650.00 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 are \$16,900.00.
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'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

L2 Applications N5,N7, N8, and N13

10. Upon reviewing of the N5, N7, and N8 Notice of Termination, I considered the case of *Ball v. Metro Capital Property [2002] O.J. No. 5931 (Divisional Court)* ("*Ball v. Metro Capital*"). The facts in *Ball v. Metro Capital* were distinguishable in that the details were lacking in a Notice of Termination in the landlord's application. The types of particulars expected in notices and applications include dates, times, and a detailed description of the alleged conduct or behaviour. This allows the responding party to know the case they have to meet and to prepare their defence. Since there are insufficient particulars provided to the Tenant to respond to the allegations, the claims cannot be adjudicated, and the Board cannot make any determinations.
11. The types of particulars expected in notices and applications include dates, times, and a detailed description of the alleged conduct or behaviour. This allows the responding party to know the case they have to meet and to prepare their defence. Simply put the Landlord's application does not identify which dates specifically he is referring to. For example the N5 and N7 state "continuous since June 2023". The lacking information is not minor in nature.
12. In this case, the Landlord lacked the particulars in the application in order to get to the hearing stage. Further, a hearing is not to take place by ambush style, making incumbent on the Landlord to disclosure particulars well in advance of the hearing not at the hearing. Accordingly, this allows the Tenant and the Board an understanding of what issues are being alleged.

13. Since there are insufficient particulars provided to the Landlord to which to respond to the allegations, the claims cannot be adjudicated, and the Board cannot make any determinations.
14. Regarding, the N13 Notice of Termination, the Landlord stated reason #1 for demolition of the rental unit. However, the reasons provided by the Landlord state "I have been ordered by the Town of Leamington to repair or demolish the rental unit. It appears the most economical approach is to demolish the building". The Town of Leamington's order does not impose demolition as a mandatory requirement; rather, it provides two options—repair or demolish the rental unit. The Landlord admits that the decision to demolish is based on what "appears the most economical approach," which demonstrates that demolition is a matter of convenience rather than necessity. I reminded the Landlord they required to act in good faith when serving a notice of termination.
15. Consequently, the notice misrepresents the circumstances by presenting demolition as the sole and necessary reason for termination, when in fact repair remains a viable alternative under the Town's directive, and there was no evidence presented to suggest otherwise. The application was dismissed verbally at the hearing.
16. For all the reasons given the Landlord's N5, N7, N8, and N13, shall be dismissed.

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:**
 - \$20,986.00 if the payment is made on or before January 16, 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 16, 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 16, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$17,086.00. 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 \$21.37 per day for the use of the unit starting 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 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 16, 2026, then starting January 17, 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 January 17, 2026.
10. The Landlord's L2 -N5, N7, N8, and N13, applications are dismissed.

January 5, 2026
Date Issued

Anthony Bruno
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 July 17, 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 16, 2026

Rent Owing To January 31, 2026	\$20,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$20,986.00

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

Rent Owing To Hearing Date	\$16,900.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$17,086.00
Plus daily compensation owing for each day of occupation starting	\$21.37 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	