



**Order Issued Utilizing section 78
Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-064926-23

In the matter of: 1410, 60 MOUNTVIEW AVE
TORONTO ON M6P2L4

Between: Beaux Properties Management Company Landlord

And

Marina Medakovic Tenant

Beaux Properties Management Company (the 'Landlord') applied for an order to terminate the tenancy and evict Marina Medakovic (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 9, 2025.

The Landlord's Agent Athena Metazas and the Tenant 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 \$1,262.18. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$41.50. This amount is calculated as follows: \$1,262.18 x 12, divided by 365 days.
5. The Tenant has paid \$27,148.74 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2025, are \$1,807.90.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Tenant acknowledged that she owes \$606.53 but disputes the remaining balance of \$1,201.37 which she states is an ODSP payment not received at the time of the hearing. She stated the balance from ODSP is beyond her control and she cannot control that delay.

Analysis

9. I am satisfied, on a balance of probabilities, that the Landlord has established that arrears are owing. However, I find that the nature and scope of the missing or delayed ODSP payments are relevant to determining whether relief from eviction should be granted.
10. I asked both parties for submissions on eviction. The Landlord request the Board to consider an 11-day standard order. The Tenant submitted that eviction would cause serve hardship and would prefer a conditional order to fairly address the outstanding arrears.
11. The Divisional Court has affirmed, on numerous occasions, that eviction is a remedy of last resort. The following are two examples on eviction as a last resort:

Eviction should be ordered as a last resort after carefully considering Section 84 [now 83] of the Act (Britannia Glen Co-operative Homes v. Singh, cited in Toronto Community Housing Corp. v. Thompson, [2003] O.R.H.T.D. No. 145).

To put somebody out of their home must, in my view, call for clear and compelling circumstances that it is no longer possible for the arrangement to continue (Langford v. Phipps, [1992] O.J. No. 4184 (Ont. Gen. Div.).

12. I must consider that eviction should only be ordered if it is not possible to bring the tenancy into good standing. In this case, Tenant acknowledges the arrears outstanding of \$606.53, this is clearly owned. The remaining balance relates primarily to ODSP payments and retroactive charges. This is not a case of persistent or wilful non-payment, but a dispute over limited and identifiable amounts. Additionally, I take into consideration the Tenant has paid over \$27,000.00 in arrears since the filing of the application.
13. The prejudice to the Landlord is minimal. This order is a behavioural order. If the Tenant withholds amounts in the future, the Landlord may obtain an eviction order under Section 78 of the Act.
14. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

Tenants section 82 issues

15. The Tenant's section 82 form did not include specific dates identifying when the alleged issues occurred or when the Landlord was notified. General references (e.g., "2025") are insufficient.

16. While the Tenant filed narrative materials, section 82 requires that issues be clearly pleaded with particulars, so the responding party knows the case to be met.
17. I considered the case of *Ball v. Metro Capital Property [2002] O.J. No. 5931 (Divisional Court)* ("*Ball v. Metro Capital*"). Although that case centered on a landlord's application rather than a tenant's Section 82 claim, the legal principle remains the same. A party must provide adequate particulars. This ensures the opposing side can fully understand and respond to the claims against them, a requirement that has been long established.
18. 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.
19. Since there are insufficient particulars provided to the Landlord to respond to the allegations, the claims cannot be adjudicated, and the Board cannot make any determinations.
20. I dismissed the Tenant's section 82 issues for lack of particulars.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,993.90, which represents the arrears of rent (\$1,807.90) and costs (\$186.00) outstanding for the period ending October 31, 2025.
2. The Landlord's application for eviction of the Tenant is denied on the condition that:
 - (a) The Tenant shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order:

Date Payment Due	Amount of Payment
15 th day of each month starting January 2026 to November 2026	\$166.16
December 15, 2026	\$166.14

3. The Tenant shall pay to the Landlord new rent on time and in full as it comes due and owing for the period January 2026 to December 2026, or until the arrears are paid in full, whichever date is earliest. **For January 2026 only, the Tenant is permitted to pay rent on or before January 15, 2026, due to the timing of this order, if not already paid.**
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the

Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after date arrears run to.

January 7, 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.

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	\$35,303.26
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$27,148.74
Total the Tenant must pay to continue the tenancy	\$8,340.52

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$36,565.44
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$27,148.74
Total the Tenant must pay to continue the tenancy	\$9,602.70

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

Rent Owing To March 31, 2026	\$37,827.62
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$27,148.74
Total the Tenant must pay to continue the tenancy	\$10,864.88

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

Rent Owing To Hearing Date	\$30,918.54
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$27,148.74
Less the amount of the last month's rent deposit	- \$1,187.12
Less the amount of the interest on the last month's rent deposit	- \$78.06
Total amount owing to the Landlord	\$2,690.62
Plus daily compensation owing for each day of occupation starting October 17, 2025	\$41.50 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

