



Order under Section 69 Residential Tenancies Act, 2006

Citation: Lanmark Management Ltd v Houghton, 2026 ONLTB 3326

Date: 2026-01-08

File Number: LTB-L-077948-25

In the matter of: 11, 276 SAGUENAY AVE
OSHAWA ON L1J2M8

Between: Lanmark Management Ltd Landlord

And

Veronica Houghton Tenant
Michael Gagne

Lanmark Management Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Veronica Houghton and Michael Gagne (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 19, 2025.

The Landlord's Agent Cole Foley and the Tenant Michael Gagne attended the hearing.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

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 \$1,995.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.59. This amount is calculated as follows: \$1,995.00 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 November 30, 2025 are \$5,985.00.

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 \$1,995.00 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.
9. Interest on the rent deposit, in the amount of \$19.40 is owing to the Tenant for the period from July 1, 2025 to November 19, 2025.

Relief from eviction

10. The Tenant requested relief from eviction seeking additional time to move out and to pay the rent owing. The Tenant submitted that they have been in and out of hospital for approximately one and a half months, recently returned to work, and have been unable to pay the rent due to a loss of household income and personal circumstances. The Tenant also submitted that the co-tenant committed a domestic assault, is no longer residing in the rental unit, and that property and cash were removed from the unit by individuals acting on the co-tenant's behalf. The Tenant did not file any documentary evidence to support these submissions, nor did the Tenant propose a concrete or time-limited plan to pay the rent arrears.
11. The Landlord submitted that the Tenants paid only one month of rent after moving into the rental unit and have otherwise failed to pay rent. The Landlord further submitted that the Tenant has not attended meetings to discuss repayment or resolution and seeks a standard order
12. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. In my view, the Tenant's submissions fail to prove that the Tenant is willing or able to pay their lawful rent in full and on time, or repay the rent arrears owing. Therefore, to provide relief from eviction would unfairly 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:**
 - \$10,161.00 if the payment is made on or before January 19, 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 19, 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 19, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,407.81. 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 \$65.59 per day for the use of the unit starting November 20, 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 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 19, 2026, then starting January 20, 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 20, 2026.

January 8, 2026
Date Issued

Kyle Anderson
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 20, 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 19, 2026

Rent Owing To January 31, 2026	\$9,975.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,161.00

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

Rent Owing To Hearing Date	\$5,236.21
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,995.00
Less the amount of the interest on the last month's rent deposit	- \$19.40
Total amount owing to the Landlord	\$3,407.81
Plus daily compensation owing for each day of occupation starting November 20, 2025	\$65.59 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	