



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

File Number: LTB-L-066805-25

In the matter of: Unit 1, 159 BALM BEACH RD
TINY ON L0L2J0

Between: 2793546 ONTARIO LTD. Landlord

And

Taylor Robitaille Tenant

2793546 ONTARIO LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict Taylor Robitaille (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 6, 2026.

The Landlord's Legal Representative, D. Borrie, the Landlord's Agent, Paul Judge, and the Tenant attended the hearing. The Tenant consulted with Tenant Duty Counsel prior to the hearing.

Determinations:

Preliminary Issue – Removal of parties in application

1. Willa Leonard and Grey Leonard are removed as parties in this application as they are the Tenant's minor children and not tenants in this tenancy.

Preliminary Issue – Breach of Interim order and Section 82 issues not permitted

2. The parties were before the LTB on October 15, 2025. On October 22, 2025, interim order LTB-L-066805-25-IN, was issued and directed that on or before October 31, 2025, the Tenant shall provide the Landlord and file with the LTB a copy of all documents, pictures and other evidence they intend to rely on at the hearing and that the Tenant shall pay ongoing rent to the Landlord by the day it is due until this matter is resolved or the LTB orders otherwise.
3. There was no dispute that the Tenant failed to provide the Landlord with their supporting evidence by October 31, 2025, and only provided it to the Landlord's Legal Representative via email on December 30, 2025. There was also no dispute that the Tenant failed to pay

the full lawful rent that came due on November 1, 2025, December 1, 2025 and January 1, 2026.

4. The Tenant stated that she did not pay the full rent because during the adjournment time there were periods of either no water/hot water and/or no heat at the rental unit between October 26, 2025 and December 8, 2025. She also stated that did she pay a portion of the November and December 2025 rents in good faith.
5. The above interim order issued provided that if the Tenant fails to comply with the conditions in the order, the hearing Member may refuse to accept or consider the Tenant's evidence and submissions.
6. In this case, the Tenant intended to raise issues pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). Section 82 of the Act provides that at a hearing of a landlord's application for non-payment of rent, a tenant is permitted to raise any issue that could be the subject of an application made by the tenant under this Act provided they follow the requirements of this section.
7. Subsection 82(2) of the Act provides:

The requirements referred to in subsection (1) are the following:

1. The tenant shall give advance notice to the landlord of the tenant's intent to raise the issue at the hearing.
2. The notice shall be given within the time set out in the Rules.
3. The notice shall be given in writing and shall comply with the Rules.

8. Rule 19.4 of the *Landlord and Tenant Board's Rules of Procedure* (the 'Rules') provides that:

Unless the LTB has directed or ordered otherwise, a tenant who intends to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears shall provide the other parties and the LTB with the following at least 7 days before the scheduled CMH or hearing:

1. a written description of each issue the tenant intends to raise; and
2. a copy of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing.

9. Rule 19.5 of the *Rules* provides that:

A tenant who fails to provide the LTB and other parties with a written description of each issue they intend to raise at the hearing as required in Rule 19.4 shall not be permitted to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears unless the LTB is satisfied that the tenant could not comply with the requirements.

10. In this case, since the matter was already previously before the LTB, the Tenant was directed by an interim order, LTB-L-066805-25-IN, dated October 22, 2025 to comply with Rule 19.4 of the Rules by October 31, 2025. The Tenant failed to comply with this direction and did not satisfy the LTB as to why she could not comply with that direction. Therefore, in accordance with Rule 19.5 of the Rules, the Tenant is not permitted to raise issues pursuant to subsection 82(1) of the Act at this hearing of the Landlord's application. The Tenant is entitled to raise these issues by filing her own application with the LTB.

L1 application

11. 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.
12. As of the hearing date, the Tenant was still in possession of the rental unit.
13. The lawful rent is \$2,200.00. It is due on the 1st day of each month.
14. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
15. The Tenant has paid \$3,400.00 to the Landlord since the application was filed.
16. The Tenant did not dispute that the rent arrears owing to January 31, 2026 are \$12,000.00.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. The Landlord collected a rent deposit of \$2,200.00 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.
19. Interest on the rent deposit, in the amount of \$126.20 is owing to the Tenant for the period from September 1, 2023 to January 6, 2026.

Relief From Eviction

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 postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of the Act.
21. The Landlord's Legal Representative requested a standard eleven day eviction order or in the alternative an extension to no later than January 31, 2026. He submitted that the Tenant has had ample opportunity to seek out funding and/or propose a viable repayment plan. He also submitted that the Tenant's current income versus her monthly expenses is insufficient to maintain this tenancy.
22. The Tenant has resided in the rental unit since September 2023, with her two children, ages 7 and 9 years old. She stated that she was laid off from her full-time employment in

September 2024 and received E.I. until June 2025, however fell behind in July and August 2025 when she could not work enough hours to pay the rent. She also stated that she continues to work as a disability support worker but cannot work enough hours due to her physical and mental health, most of which she states is a result of issues in this tenancy.

23. The Tenant stated that she has decided that she does not want to continue to live in the rental unit but would like to stay until the end of March 2026 as this would allow her sufficient time to find alternate accommodations and get past the winter months. She has recently sought out funding for the outstanding rent arrears and has been approved for \$3,500.00 from a local community program, and potentially will receive more funding from Metis Nation who has assisted her in the past but her application for that funding is pending. She also confirmed that the Friendship Centre will assist her with an on-going rent subsidy either here or at a new unit.
24. The rent arrears are currently significant at \$12,000.00, having increased from \$4,400.00 when this application was filed. The Tenant failed to comply with the interim order to pay the accruing rent between October and now. The Tenant's current income and monthly expenses as stated do not support a finding that she can maintain this tenancy. In these circumstances it would be unfair to grant a repayment plan or extend the eviction until March 31, 2026.
25. However, I find that it would not be unfair to delay the eviction until the end of February 2026 as the Landlord is holding one month's rent as a deposit and therefore the arrears owing will not increase. This extension provides the Tenant with additional time to either secure funding to void this eviction or find alternative accommodations.

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:**
 - \$12,186.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$14,386.00 if the payment is made on or before February 28, 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 February 28, 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 February 28, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,093.78. 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 \$72.33 per day for the use of the unit starting January 7, 2026 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 February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 28, 2026, then starting March 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 March 1, 2026.

January 14, 2026
Date Issued

Lisa Del Vecchio
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 26, 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	\$15,400.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,400.00
Total the Tenant must pay to continue the tenancy	\$12,186.00

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	\$17,600.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,400.00
Total the Tenant must pay to continue the tenancy	\$14,386.00

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

Rent Owing To Hearing Date	\$13,633.98
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,400.00
Less the amount of the last month's rent deposit	- \$2,200.00
Less the amount of the interest on the last month's rent deposit	- \$126.20
Total amount owing to the Landlord	\$8,093.78
Plus daily compensation owing for each day of occupation starting January 7, 2026	\$72.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

