



Order under Section 69 Residential Tenancies Act, 2006

Citation: Hazelview Property Services Inc. v Forbes, 2026 ONLTB 4203

Date: 2026-01-12

File Number: LTB-L-008972-25-RV

In the matter of: 609, 833 KENNEDY RD
SCARBOROUGH ON M1K2E3

Between: Hazelview Property Services Inc. Landlord

And

Lorraine Forbes Tenant

Hazelview Property Services Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Lorraine Forbes (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 8, 2026.

The Landlord's Legal Representative, Peter Lopez, and the Tenant attended the hearing. The Tenant consulted with Tenant Duty Counsel prior to 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 \$2,287.30. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$75.20. This amount is calculated as follows: \$2,287.30 x 12, divided by 365 days.
5. The Tenant has paid \$5,630.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$24,712.36.
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 \$2,166.18 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 \$55.15 is owing to the Tenant for the period from January 1, 2025 to January 8, 2026.
10. The Tenant does not dispute the amount of rent arrears owed to the Landlord.

Section 83 considerations

11. In accordance with section 83 of the *Residential Tenancies Act, 2006* (the 'Act'), it is incumbent on the Board to consider whether there are any circumstances that support granting relief from eviction.
12. The Tenant disclosed the following circumstances in her testimony:
 - She has lived in the rental unit since July 2018;
 - She resigned from her place of employment in March 2024 and her only source of monthly income until January 2025 was Employment Insurance;
 - In May 2025, she began receiving a monthly payment from Ontario Works in the amount of \$600.00;
 - Her son is attending university, and the Tenant has been assisting him financially and her daughter left college to assist the Tenant financially.
13. The Tenant testified she has been able to secure new full-time employment with the City of Toronto. She explained she has finalized the required documents for the job but has not been provided with a firm start date. The Tenant did not provide any documentation to establish that full-time employment has been secured but testified she does have the job offer in writing.
14. The Tenant requested a payment plan, according to which she would pay the ongoing rent on or before the first day of each month and \$4,000.00 in January 2026, \$3,000.00 in February 2026, \$5,000.00 in March 2026, and \$2,000.00 in April 2026. She testified the monthly payment amounts suggested will be sourced from her pension, EPIC, the Housing Stability Fund, and her expected tax refund. The Tenant did not provide any documentation at the hearing to confirm any of the amounts offered were guaranteed and acknowledged she had only spoken with the various social agencies.
15. The Tenant acknowledged that based on this repayment plan \$10,898.36 would still be owing to the Landlord but was unable to demonstrate how the balance of the rent arrears would be paid. The Tenant testified her monthly income from her employment with the City of Toronto is \$3,300.00 and an additional \$500.00 is provided by her daughter. Her monthly expenses, inclusive of rent, are \$3,545.30. Based on the financial information provided by the Tenant, she would have \$254.70 left over each month.
16. The Tenant requested if her proposed payment plan is not granted, that the termination of the tenancy be delayed by three to four months to secure alternative housing.

17. The Landlord's representative submitted the Landlord is seeking a standard 11-day eviction order. He submitted the rent arrears are substantial and despite correspondence and communication with the Tenant, no payments have been made to the Landlord since April 2025. However, he also submitted the Landlord would not be opposed to delaying termination to February 28, 2026 to provide the Tenant will more time to void the order or find alternative housing.
18. While I am mindful that the Tenant has lived in the rental unit since July 2018 and does not wish to move, the rent arrears, now exceeding \$24,0000.00, are substantial. The Tenant's evidence does not sufficiently establish that the proposed monthly payments for January through April 2026 are realistic. She testified that these payments may come from various social agencies and her pension, yet she has not received confirmation that such funding will be provided.
19. Based on the evidence before me, I find that the Tenant lacks the financial means to pay the rent going forward in addition to payments towards the arrears. For this reason, I find the tenancy is not viable. Imposing the payment plan proposed by the Tenant would be unfair to the Landlord as it is more likely than not that the Tenant will be unable to meet its terms.
20. However, having considered all of the disclosed circumstances and in accordance with subsection 83(2) of the Act, I find that it would not be unfair to postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of the Act. This will provide the Tenant time to meet with the social agencies and arrange for financial assistance, if available or, in the alternative, find a new place to live.

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:**
 - \$24,898.36 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$27,185.66 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 \$20,991.33. 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 \$75.20 per day for the use of the unit starting January 9, 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 12, 2026
Date Issued

Susan Priest
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 September 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	\$30,342.36
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,630.00
Total the Tenant must pay to continue the tenancy	\$24,898.36

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	\$32,629.66
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,630.00
Total the Tenant must pay to continue the tenancy	\$27,185.66

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

Rent Owing To Hearing Date	\$28,656.66
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,630.00
Less the amount of the last month's rent deposit	- \$2,166.18
Less the amount of the interest on the last month's rent deposit	- \$55.15
Total amount owing to the Landlord	\$20,991.33
Plus daily compensation owing for each day of occupation starting January 9, 2026	\$75.20 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	