



Order under Section 69 Residential Tenancies Act, 2006

Citation: Presland Residence Inc v Lafontaine, 2026 ONLTB 5525

Date: 2026-01-20

File Number: LTB-L-078123-25

In the matter of: 201-1, 198 PRESLAND RD
OTTAWA ON K1K2B8

Between: Presland Residence Inc Landlord

And

Christopher Lafontaine Tenant

Presland Residence Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Lafontaine (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (*L1 application*)

The Landlord applied for an order to terminate the tenancy and evict the Tenant because 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 and has wilfully or negligently caused damage to the premises. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also applied for an order requiring Christopher Lafontaine (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest. (*L2 application*)

This application was heard by videoconference on January 13, 2026.

The Landlord's representative, Jun Tang, the Tenant, the Tenant's support person, Celena McDonald, and Tenant's witness, Anthony Putin, attended the hearing.

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 \$1,913.94. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$62.92. This amount is calculated as follows: \$1,913.94 x 12, divided by 365 days.
5. The Tenant has paid \$3,664.00 to the Landlord since the application was filed.
6. After the application was filed, the Tenant received a credit of \$1,302.11. The Landlord's representative explained that the city has agreed to pay that amount to the Landlord, representing payment of rent for September 2025.
7. The rent arrears owing to January 31, 2026 are \$3,991.76. The Tenant did not dispute this amount.
8. There is no last month's rent deposit.

Relief from eviction

9. The Landlord's representative stated that in August 2025, the city advised the Landlord that the Tenant no longer qualified for a housing subsidy. This resulted in a shortfall of rent owing to the Landlord, after which the Landlord served the N4 notice on the Tenant.
10. The Landlord's representative stated that the Tenant's monthly ODSP income is \$1,065.00 and that without the housing subsidy, the Tenant cannot afford the rental unit. She stated that the Landlord has offered to help the Tenant access resources to find a new place to live but that the Tenant refuses that assistance. She requested that the tenancy be terminated as soon as possible and confirmed that the Landlord was still prepared to offer assistance to the Tenant in finding a new place to live.
11. The Tenant stated that he fell into arrears of rent after his housing subsidy ended. He said that he does not know why it stopped but that he has been trying to reinstate it. The Tenant's support worker confirmed that she is assisting the Tenant with his efforts to reinstate his housing subsidy but could not provide a timeline as to when a decision would be made. The Tenant requested that termination of the tenancy be delayed for at least three months to allow him time to have his housing subsidy reinstated. He said he has lived in the unit for two years, lives by himself and his only source of income is ODSP. He stated that he has health issues which, I infer, may require additional time to relocate.
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 not be unfair to postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of the Act. I say this

because I am satisfied that the Tenant cannot afford the rental unit. However, the short delay provides the Tenant a little extra time to access resources and assistance to find a new place to live while minimizing prejudice to the Landlord.

L2 application

13. At the hearing, the Landlord sought to withdraw the L2 application and I consented to the request.

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:**
 - \$3,991.76 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$5,905.70 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 \$2,895.78. This amount includes rent arrears owing up to the date of the hearing. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$62.92 per day for the use of the unit starting January 14, 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.

10. The Landlord's L2 application is withdrawn.

January 20, 2026
Date Issued

Karen Gonçalves
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	\$8,957.87
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,664.00
Less the amount of the credit that the Tenant is entitled to	- \$1,302.11
Total the Tenant must pay to continue the tenancy	\$3,991.76

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	\$10,871.81
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,664.00
Less the amount of the credit that the Tenant is entitled to	- \$1,302.11
Total the Tenant must pay to continue the tenancy	\$5,905.70

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

Rent Owing To Hearing Date	\$7,861.89
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,664.00
Less the amount of the credit that the Tenant is entitled to	- \$1,302.11
Total amount owing to the Landlord	\$2,895.78
Plus daily compensation owing for each day of occupation starting January 14, 2026	\$62.92 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	