



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

File Number: LTB-L-087076-25

In the matter of: 1010, 1229 MARLBOROUGH CRT
OAKVILLE ON L6H3B6

Between: Minto Multi-Res Income Prtnrs 1, GP Landlord

And

Ryan Parfitt Tenant

Minto Multi-Res Income Prtnrs 1, GP (the 'Landlord') applied for an order to terminate the tenancy and evict Ryan Parfitt (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Legal Representative Faith McGregor and the Tenant attended the hearing.

Determinations:

The Adjournment Request

1. At the outset of the hearing the Tenant requested an adjournment. He testified that his mother became ill the night before the hearing, and he had to go and be with her. He testified that he was currently with his mother and could not participate in the hearing. He testified that he was getting ready to argue his position when his mother became ill, and he had to attend to her and was unable to prepare and submit his evidence.
2. The Tenant testified that he did not submit any disclosure to the Landlord or the Board prior to the hearing because he was not aware he needed to do so.
3. The Landlord's Legal Representative contested the adjournment and indicated that the Tenant had provided no documentation to support his mother's illness and testified that the Tenant was clearly able to participate via phone. The Landlord's Legal Representative also noted that the Tenant had submitted no evidence to either the Landlord or the Board, and that an adjournment would be prejudicial to the Landlord.
4. After consideration, I elected to deny the adjournment request. Interpretation Guideline 1 states:

Parties are expected to make any necessary arrangement to proceed with a case management or merits hearing on the date set out in the Notice of Hearing. The granting of adjournments is at the discretion of the Member hearing the application or the Hearing Office conducting the case management. Pursuant to s. 21 of the *SPPA*, an adjournment will only be granted by the Board if it is required to permit an adequate hearing to be held.

Where the Member is satisfied that the party has received sufficient notice of the hearing and has been provided with an adequate opportunity to prepare their evidence and submissions, summons witnesses and obtain counsel ahead of the hearing date, an adjournment is not usually granted unless there are exceptional circumstances.

The specific factors the Member may consider in deciding whether to grant an adjournment include:

1. the reason for the adjournment and position of the parties;
 2. the issues in the application;
 3. any prejudice that may result from granting or denying the request;
 4. the history of the proceeding including other adjournments or rescheduling;
 5. the LTB's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.
5. While this guideline is not binding on me, I find no reason to deviate from it here, and I am not satisfied that the Tenant has demonstrated that an adjournment is necessary in order to allow a fair hearing to be held.
 6. I note that while the Tenant testified that he was unable to submit his evidence because of his mother's illness, this only arose the night before the hearing and the Tenant had not complied with the Board's rules surrounding the serving and filing of disclosure.
 7. Additionally, I note that the Tenant has not provided any documentation to substantiate his mother's illness and was clearly able to attend the hearing by phone, and participate in the proceeding.
 8. Instead of adjourning, I elected to proceed with the matter and informed the Tenant that if he needs additional breaks or other supports to attend to his mother during the proceeding those could be granted. I am satisfied that this allows the Tenant to fully participate in the proceeding while still attending to his mother.

The L1

9. 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.
10. As of the hearing date, the Tenant was still in possession of the rental unit.

11. The lawful rent is \$1,781.02. It is due on the 1st day of each month.
12. At the hearing the Tenant disputed the lawful monthly rent and the quantum of arrears owing. The Tenant testified that the Landlord had sent him a letter several months ago indicating that a special assessment had been approved which increased his rent from \$1750.00 to \$1,781.02. The Tenant testified that the special assessment had not actually been approved and the lawful monthly rent should be \$1750.00
13. The Landlord's Legal Representative testified that the Landlord had applied for and received an Above Guideline Increase in LTB-L-080459-22, which was granted on July 29, 2024. The Landlord's Legal Representative testified that while the Landlord was preparing for a second Above Guideline Increase, this had not yet been approved by the Board, and was not factored into the Tenant's lawful monthly rent or the arrears.
14. The Landlord's Legal Representative testified that since the AGI was applied to the Tenant's ledger the only increases have been Guideline Increases.
15. I am satisfied that the lawful monthly rent is \$1,781.02. While the Tenant testified that the Landlord sent him a letter about a special assessment which was erroneously applied to his rent he did not produce this letter for my review, and on the basis of LTB-L-080459-22 and the testimony of the Landlord's Legal Representative I am satisfied that the Landlord had a prior AGI approved July 29, 2024, which was appropriately applied to the Tenant's ledger.
16. Therefore, I am not satisfied that the Tenant has demonstrated that his lawful monthly rent is \$1750.00 and accept that the lawful monthly rent is \$1,781.02.
17. Based on the Monthly rent, the daily rent/compensation is \$58.55. This amount is calculated as follows: $\$1,781.02 \times 12$, divided by 365 days.
18. The Tenant has not made any payments since the application was filed.
19. The rent arrears owing to January 31, 2026, are \$10,494.26. The Tenant did not provide any documentation or proof of additional payments which were not captured by the Landlord. Therefore, I accept the arrears are \$10,494.26
20. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
21. The Landlord collected a rent deposit of \$1,583.38 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.
22. Interest on the rent deposit, in the amount of \$40.77 is owing to the Tenant for the period from January 1, 2025 to January 13, 2026.
23. At the hearing the Landlord sought a standard order, delayed no later than February 10, 2026, and the Tenant sought a payment plan.
24. The Tenant testified that he had had been off work for medical reasons and returned to work shortly after Christmas. He testified to a monthly income of \$3500.00 per month employment income and \$900.00 per month from a roommate.

25. The Tenant testified to monthly expenses of approximately \$2,249.02.
26. The tenant proposed that he pay a lump sum of \$4000.00 towards the arrears on February 1, 2026 and then \$1000.00 per month starting march 1, 2026. The Tenant testified that he would obtain the funds for this lump sum payment from someone that he knows.
27. I am, not satisfied that the proposed payment plan is appropriate. Based on the Tenant's testimony, the tenancy would appear to be viable, however I am not satisfied of the Tenant's reliability with respect to his financial picture and note that the Tenant has not made any payments to the Landlord since the Application was filed. If the Tenant is receiving \$900.00 per month from a roommate, it is reasonable to expect that the Tenant would have been able to make payments to the Landlord. I also note that the Tenant has not provided any documentation to support that he has secured a roommate, or returned to work, and the expenses provided by the Tenant seem exceptionally low for a person in the Tenant's area.
28. I also note that the Tenant's testimony with respect to the lump sum payment was vague and speculative, and when asked why he did not obtain funds from this person when the arrears first arose, he did not provide a clear answer. As the Tenant has provided no documentation to support that he will receive these funds and did not summons the person who will be providing them I am not satisfied that the Tenant has demonstrated that he shall be receiving those funds, or that the proposed plan is viable.
29. 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 am mindful that this is a 10-year tenancy, and that the Tenant has only recently resumed employment. Therefore, while I find the proposed payment plan to be speculative I am satisfied that a delay to February 28, 2026 is appropriate to allow the Tenant additional time to gather the funds and void the order. Given that the Landlord is holding a last month rent deposit I find that this is minimally prejudicial to 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:**
 - \$10,680.26 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$12,461.28 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 \$8,036.24. 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 \$58.55 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.

January 21, 2026
Date Issued

Reid Jackson
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	\$10,494.26
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,680.26

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	\$12,275.28
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,461.28

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

Rent Owing To Hearing Date	\$9,474.39
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,583.38
Less the amount of the interest on the last month's rent deposit	- \$40.77
Total amount owing to the Landlord	\$8,036.24
Plus daily compensation owing for each day of occupation starting January 14, 2026	\$58.55 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	