



Order under Section 69 Residential Tenancies Act, 2006

Citation: COLLEY v DOLIN, 2026 ONLTB 6713

Date: 2026-01-21

File Number: LTB-L-096246-25

In the matter of: 3, 51 LYONS AVENUE
WELLAND ON L3B1L8

Between: ROB COLLEY

Landlord

And

EMILY DOLINA
MAGGEY LODBA

Tenants

Rob Colley (the 'Landlord') applied for an order to terminate the tenancy and evict Emily Dolina and Maggey Lodba (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 14, 2026. The Landlord and the Tenants attended the hearing.

Determinations:

Preliminary Issue – Issues Tenants Intended to Raise

1. The Tenants filed several documents with the Board on the day of the hearing and submitted that they had several issues that they intended to raise in response to the Landlord's application.
2. As explained at the hearing, s.82 of the *Residential Tenancies Act, 2006* (the 'Act') does allow a tenant to raise their own issues at the hearing of a landlord's application based on non-payment of rent. However, the Act and the Board's Rules of Procedure (the 'Rules') require a tenant to disclose a written description of each issue the tenant intends to raise as well as a copy of all evidence that the tenant intends to rely upon at the hearing at least 7 days prior to the hearing.
3. Pursuant to the Rules, a tenant who fails to provide the Board and other parties with a written description of each issue they intend to raise at the hearing shall not be permitted to raise their issues unless the Board is satisfied that the tenant could not comply with the requirements.

4. The Tenants submitted that they did not submit their issues or evidence earlier as they were not aware of the Rules or the process. As information with respect to issues a tenant intends to raise is sent with the Notice of Hearing, and the Board's Rules are easily accessible to the public, I did not find this explanation to be satisfactory and, as such, the Tenants were not permitted to raise their issues. However, the Tenants are free to file their own application against the Landlord should they still wish to pursue their issues.

The Application

5. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
6. As of the hearing date, the Tenants were still in possession of the rental unit.
7. The lawful rent is \$1,350.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$44.38. This amount is calculated as follows: $\$1,350.00 \times 12$, divided by 365 days.
9. The Tenants have paid \$1,350.00 to the Landlord since the application was filed.
10. The rent arrears owing to January 31, 2026 are \$4,050.00.
11. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,350.00 from the Tenants 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.
13. Interest on the rent deposit, in the amount of \$17.71 is owing to the Tenants for the period from June 1, 2025 to January 14, 2026.

Relief from Eviction / Section 83 of the Act

14. The Landlord requested a standard 11-day termination order.
15. I considered whether the Landlord attempted to negotiate a repayment agreement with the Tenants pursuant to subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord stated that he did not try to negotiate a payment plan as he has sold the property and will cease to be the owner on February 25, 2026, the date the sale transaction is to close.
16. The Tenants have lived in the rental unit for approximately 8 months. The Tenant, Maggey Lodba ('ML'), testified on behalf of the Tenants.
17. ML did not dispute the arrears owing and it was her evidence that they have been having difficulty paying the rent due to a series of unfortunate events. In this regard, she stated that she was working as a personal support worker but that her car broke down, which impacted her ability to get to and from work. ML was unable to fix her car and it was re-

possessed. This ultimately led to the loss of her employment as she did not have a reliable means of commuting to and from work. Thereafter, she struggled with some mental health issues and was not able to go back to work.

18. Currently, the Tenants' main source of income is Ontario Works and together they receive a total of \$1,300.00 per month. As the Tenants' income is less than the monthly rent, ML was asked how the Tenants intended to pay the rent and the arrears going forward. ML stated that she had spoken with her social worker and was attempting to get funding to help with the arrears. In addition, ML stated that she is being discharged from bankruptcy this year and will start receiving her GST/HST and trillium benefits again.
19. ML stated that the Tenants wanted to keep the tenancy and were hoping to set up a payment plan. However, if this was denied, they would need at least 2 months to vacate as they do not have any friends or family to stay with, they do not have a vehicle to move their stuff with, and they do not have first and last month's rent for a new place.

Analysis

20. The Tenants' monthly income is not sufficient to support a payment plan as it is less than the monthly rent. The Tenants were unable to provide particulars with respect to funding they were seeking through the social worker and it is unknown when ML's GST/HST and Trillium benefits would commence or how much they would be each month. Accordingly, the request for a payment plan is denied.
21. Based on the evidence and submissions provided, I do not find a two-month delay of eviction to be appropriate in the circumstances. As the Tenants income is less than the monthly rent, I find it likely that the Tenants would not be able to pay the rent and further arrears would accrue, which would be prejudicial to the Landlord.
22. Having said that, 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. This will give the Tenants some additional time to either void this order or move out. Any prejudice this delay may cause the Landlord is mitigated by the last month's rent deposit held by the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$4,251.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$5,601.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have 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 Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 28, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$2,154.61. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$44.38 per day for the use of the unit starting January 15, 2026 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before February 28, 2026, the Tenants 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

Rachel Gibbons
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 Tenants 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	\$5,400.00
Application Filing Fee	\$201.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$1,350.00
Total the Tenants must pay to continue the tenancy	\$4,251.00

B. Amount the Tenants 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	\$6,750.00
Application Filing Fee	\$201.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$1,350.00
Total the Tenants must pay to continue the tenancy	\$5,601.00

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

Rent Owing to Hearing Date	\$4,671.32
Application Filing Fee	\$201.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$1,350.00
Less the amount of the last month's rent deposit	- \$1,350.00
Less the amount of the interest on the last month's rent deposit	- \$17.71
Total amount owing to the Landlord	\$2,154.61
Plus daily compensation owing for each day of occupation starting January 15, 2026	\$44.38 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	