



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

File Number: LTB-L-085641-25

In the matter of: 37 NATHALIE RUE
ROCKLAND ON K4K0J3

Between: Frank Liu c/o Sleepwell Property Management Landlord

And

Louise Barrette Tenant

Frank Liu c/o Sleepwell Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Louise Barrette (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 14, 2026.

The Landlord, the Landlord's Representative, Anne Skelly, the Landlord's Agent, Megan Souannahphanh, and the Tenant attended 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 \$1,786.75. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$58.74. This amount is calculated as follows: \$1,786.75 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026, are \$51,536.75.
7. The rent arrears owing to the Landlord are more than the LTB's monetary jurisdiction. Under subsection 207(1) of the Residential Tenancies Act, 2006 (the 'Act'), the LTB may order payment up to \$50,000.00. Proceeding with this application at the LTB extinguishes

any rights the Landlord may have to claim the full amount owing at the LTB or a court. The Landlord was made aware of the LTB's monetary jurisdiction and chose to proceed with this application.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,750.00 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.
10. Interest on the rent deposit, in the amount of \$155.37, is owing to the Tenant for the period from December 15, 2020, to January 14, 2026.
11. Arrears exceeds Board Jurisdiction
12. The arrears of rent owing for the period ending January 31, 2026, exceeds the jurisdiction of the Board which is \$50,000.00. However, pursuant to subsection 207(1) of the Residential Tenancies Act, 2006 (the 'Act'), the Board may not order payment of an amount more than the monetary jurisdiction of the Small Claims Court, which is \$50,000.00. The Tenants will therefore be ordered to pay \$50,000.00 for their arrears if they vacate the rental unit. Subsection 207(1) of the Act does not apply to the amount to be paid if the Tenants wish to void the order, as this is an optional payment.
13. The Landlord indicated a desire to proceed with the hearing of the application and voluntarily waived the portion of the claim that exceeds the Board's monetary jurisdiction.

Landlord evidence

14. The Landlord's position is the quantum of the arrears is substantial.
15. The Landlord stated he is a small landlord and has had to exhaust his all his medical pension to offset the nonpayment of rent from the Tenant. The Landlord has also borrowed money against his own home equity and has also had to borrow money from his children to cover the rental unit mortgage and expenses.
16. The Landlord stated the Tenant is also responsible for the water bill which she has not paid, and that debt has been added to the Landlord's tax bill.
17. The Landlord is seeking a standard order for eviction and arrears.

Tenant evidence

18. The Tenant initially stated she was withholding the rent due to a maintenance issue that occurred in the rental unit. the Tenant stated she had to pay \$19,000.00 for insurance to cover the electrical issue.

19. The Tenant later stated she was earning an income of \$800.00 per month and unable to cover rent.
20. The Tenant stated she could apply to get a loan to pay the arrears owing and requested and extended delay of eviction to February 28, 2026.

Section 82 issues

21. The Tenant did not submit issues under section 82 of the *Residential Tenancies Act*, 2006 (the "Act") in accordance with the Board Rules. The Tenant provided oral testimony as claims for the electrical maintenance.
22. The Board's Rules of Procedure on Evidence Disclosure section 19 for section 82 issues submissions state:

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.

23. Given the Tenant did not submit the section 82 issues in accordance with the Board's Rules the Tenant's submissions are dismissed.

Analysis and relief of eviction

24. The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy can be saved without overly prejudicing a landlord's interests. In this case, based on the evidence and submissions before me I find the tenancy is not viable.
25. The Tenant has no children or other occupant living in the rental unit.
26. The Tenant stated she has stress issues over the issues with the tenancy but led with insufficient evidence to support her claim.
27. The Tenant's income is approximately half of the lawful rent and so a payment plan cannot be considered to preserve the tenancy.

28. With the totality of the evidence and submissions before me I find the tenancy is not viable and the Landlord's request for eviction is granted however I find it reasonable to afford the Tenant a short delay to allow her time to inquire about a loan and pay the arrears.
29. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant 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.
30. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
31. This order contains all reasons for the determinations and order made. No further reasons will be issued.

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:**
 - \$51,722.75 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$53,509.50 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 \$48,852.99. 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 \$58.74 per day for the use of the unit starting January 15, 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 19, 2026
Date Issued

Greg Brocanier
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	\$51,536.75
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$51,722.75

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	\$53,323.50
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$53,509.50

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

Rent Owing to Hearing Date	\$50,572.36
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,750.00
Less the amount of the interest on the last month's rent deposit	- \$155.37
Total amount owing to the Landlord	\$48,852.99
Plus, daily compensation owing for each day of occupation starting January 15, 2026	\$58.74 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	