



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

File Number: LTB-L-093138-25

In the matter of: 3, 171 WILLIAM ST
LONDON ON N6B3B6

Between: Welcome Home Rentals Landlord

And

Michael Maracle Tenant

Welcome Home Rentals (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Maracle (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

Only the Landlord's Agent, Irwin Zaifman, attended the hearing.

As of 1:59pm, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Arrears of Rent

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 \$1,440.11. It is due on the first (1st) day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$47.35. This amount is calculated as follows: \$1,440.11 x 12, divided by 365 days.
5. The Tenant has paid \$4,800.50 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026, are \$280.64.

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 \$1,295.00 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.
9. Interest on the rent deposit, in the amount of \$33.34 is owing to the Tenant for the period from January 1, 2025, to January 13, 2026.

Relief From Eviction

10. The Landlord sought to terminate the tenancy should the Tenant fail to pay the arrears of rent by March 31, 2026.
11. The Landlord has attempted to negotiate with the Tenant an agreement including terms of payment for the Tenant's arrears, but the Tenant was not responsive to the Landlord's overtures.
12. The Tenant was not present to submit their circumstances for the Board to consider delaying or denying the eviction, and the Landlord was unaware of any factors to consider with respect to relief from eviction.

Analysis

13. 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 Tenant¹, along with the Tenant's payment history since the filing of the application, and the Divisional Court's finding that an eviction should be ordered as a remedy of last resort, and should only be ordered if it is not possible to bring a tenancy back into good standing [*Britannia Glen Co-operative Homes v. Singh*, cited in *Toronto Community Housing Corp. v. Thompson*, [2003] O.R.H.T.D. No. 145, *James Aylmer Langford v. Lesley Phipps and Larry Gilpin*, [1992] O.J. No. 4184 (Ont. Gen. Div.)]; and therefore find that it would not be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.
14. Indeed, the amounts owed to the Landlord as of the hearing date are nominal in nature, with close to forty percent of the total amount owed being related to the costs paid by the Landlord for the filing of the application.
15. The Tenant has also made recent efforts to make payments towards the arrear and the ongoing rent, and the payment of the full amount of the arrears can be made within a short period of time to bring the Tenant's rental account back into good standing.
16. As such, I find that the prejudice to the Landlord in granting relief from eviction is minimal based on the outstanding amount owed, with substantial prejudice to the Tenant to potentially lose their housing for rent arrears in the amount of \$280.64.

¹ Subsection 83(6) of the *Residential Tenancies Act, 2006*.

It is ordered that:

1. The Tenant shall pay to the Landlord the amount of \$466.84, by March 31, 2026. This amount includes the rent arrears owing up to January 31, 2026, and the costs of filing the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026, at 4.00% annually on the balance outstanding.

January 22, 2026
Date Issued

Alexandre Traboulsi
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.