



Order under Section 69 Residential Tenancies Act, 2006

Citation: Batth v Fournier, 2026 ONLTB 7451

Date: 2026-01-27

File Number: LTB-L-093573-25

In the matter of: 125 Stonebrook Way
Markdale, ON N0C 1H0

Between: Jaspreet Singh Batth
Gurpreet Kaur Dev

Landlords

And

Alyssa Fournier
Tyler Tracey

Tenants

Jaspreet Singh Batth and Gurpreet Kaur Dev (the 'Landlords') applied for an order to terminate the tenancy and evict Alyssa Fournier and Tyler Tracey (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 19, 2026.

The Landlords' Representative, Glenn Gosling, and the Tenant, Alyssa Fournier ("AF"), attended the hearing.

Determinations:

1. The Landlords 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.
5. The Landlord's Representative provided the ledger which claimed \$13,650.00 in arrears and the Representative indicated that an additional payment of \$1,000.00 had been made so the amount owing had to be reduced by \$1,000.00. However, I noticed an error on the ledger which appeared to indicate that the rent for January 2025 had both not been paid

but then also credited the Tenants with paying \$2,500 which reduced the amount owing by \$2,500.00, a payment not received.

6. AF testified that she paid rent for December 2025 and only \$1,000.00 for January 2026 rent. AF testified that she still owed \$1,500.00 for January 2026.
7. Therefore, I find that the Tenants have paid \$3,500.00 to the Landlords since the application was filed.
8. I find that the ledger has an error, and the best evidence is the testimony of the Tenant. The application claimed arrears to the end of November 2025 in the amount of \$13,650.00. New rent in the amount of \$5,000.00 came due since the application was filed with the Tenants paying only \$3,500.00.
9. Therefore, I find the rent arrears owing to January 31, 2026, are \$15,150.00, calculated as follows; \$13,650.00 (application arrears) + \$5000.00 (new rent) – \$3,500.00 (payments) = \$15,150.00.
10. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlords collected a rent deposit of \$2,500.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
12. Interest on the rent deposit, in the amount of \$104.79 is owing to the Tenants for the period from April 1, 2024, to January 19, 2026.

Relief from eviction

13. AF testified that as of February 1, 2026, she can pay the ongoing rent in full and on time. AF testified that she can pay \$500.00 per month on the 20th of each month toward the arrears. AF then provided evidence as to her current household income and expenses. AF testified that she is the only one currently working and the other Tenant is not currently employed or bringing in any income.
14. Here, the Tenants current household income is insufficient to cover their current expenses, rent, and the proposed payment plan. AF was unable to provide any evidence as to when or if the Tenants financial circumstances would improve to the point of being able to pay all ongoing rent in addition to arrears payments.
15. Unfortunately, it is more unfair to the Landlord to allow the tenancy to continue as I am satisfied that the tenancy is no longer viable due to the Tenants insufficient income.
16. However, AF did testify that the Tenants have three children aged 10, 8, and 4 living in the rental unit who are enrolled in school in the area. AF also testified that the Tenants would need a few months to find new housing due to poor credit.
17. Based on there being children in the rental unit and the Landlord having a last month rent deposit I find it would not be unfair to delay eviction to the end of March 2026. This will allow the Tenants time to find new housing or to make arrangements to pay the arrears.

18. 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 March 31, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
 - \$15,336.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$17,836.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$20,336.00 if the payment is made on or before March 31, 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 Tenant have paid the full amount owing as ordered plus any additional rent that became due after March 31, 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 March 31, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$11,792.82. 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 Landlords 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 Tenants shall also pay the Landlords compensation of \$82.19 per day for the use of the unit starting January 20, 2026, until the date the Tenant moves out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before March 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlords 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 Landlords on or after April 1, 2026.

January 27, 2026
Date Issued

Nicole Pedron
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 October 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	\$18,650.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$3,500.00
Total the Tenants must pay to continue the tenancy	\$15,336.00

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	\$21,150.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$3,500.00
Total the Tenants must pay to continue the tenancy	\$17,836.00

C. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$23,650.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$3,500.00
Total the Tenant must pay to continue the tenancy	\$20,336.00

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

Rent Owing To Hearing Date	\$17,711.61
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$3,500.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$104.79
Total amount owing to the Landlords	\$11,792.82
Plus daily compensation owing for each day of occupation starting January 20, 2026	\$82.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	