



Order under Section 69 Residential Tenancies Act, 2006

Citation: Gillard v Lagala, 2026, ONLTB 7341

Date: 2026-01-29

File Number: LTB-L-093387-25

In the matter of: LOWER, 54 CEDAR ST
WOODSTOCK ON N4S3P8

Between: Nathan Gillard Landlord

And

Frank Lagala Tenant

Nathan Gillard (the 'Landlord') applied for an order to terminate the tenancy and evict Frank Lagala (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 19, 2026. The Landlord's Representative, Timothy Ellis, and the Tenant attended the hearing.

Preliminary Issue:

1. I raised an issue about documents that were filed by the Tenant with respect to possible issues being raised pursuant to section 82 of the *Residential Tenancies Act, 2006* (the Act) in the L1 application and whether it was shared with the Landlord. The Tenant stated he emailed the Landlord the list which was challenged by the Landlord's Representative. Given the Tenant failed to provide the email to support his testimony, which is available and expected evidence, the Tenant's issues were not considered. There is no prejudice to the Tenant since he can file his own application. The hearing proceeded on the merits of the L1 application only.

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 \$1,290.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$42.41. This amount is calculated as follows: $\$1,290.00 \times 12$, divided by 365 days.
5. The Tenant has paid \$50.00 to the Landlord since the application was filed.
6. It was not disputed that the rent arrears owing to January 31, 2026, are \$5,010.00.
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 \$1,200.00 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 \$142.68 is owing to the Tenant for the period from August 1, 2019, to January 19, 2026.

Relief from Eviction

10. The Tenant requested that their tenancy be preserved and requested a payment plan to address the arrears of rent. The Tenant testified that he lost his employment and has not been working since October 2023. He said the main source of income is from Ontario Works and earns approximately \$1,093.00 a month from all income sources. The Tenant testified that his mother lives near him and may help him to pay some of the arrears owing. He said he does not want to move from the home he has lived for 6 years. In the alternative, the Tenant requested a 6-month delay of eviction so he can pay the rent arrears and void the order or find suitable housing and himself and his child.
11. The Landlord opposed any further relief and requested a standard order to terminate the tenancy.
12. Based on the evidence and submissions before me, I find that the Tenant's payment plan is not sustainable as his income does not appear to be sufficient to meet the terms of the payment plan. However, I am mindful that the tenancy is considered a long-term tenancy and as such, I find that a one-month delay of eviction would be reasonable in these circumstances. This will permit the Tenant additional time to pay the rent arrears and void the order and there is minimal prejudice to the Landlord as they hold a last month's rent deposit so no further arrears of rent shall accrue.

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 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.

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:**
 - \$5,196.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$6,486.00 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 \$3,369.11. 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 \$42.41 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 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 29, 2026
Date Issued

Colette Myers
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	\$5,060.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$50.00
Total the Tenant must pay to continue the tenancy	\$5,196.00

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	\$6,350.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$50.00
Total the Tenant must pay to continue the tenancy	\$6,486.00

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

Rent Owing to Hearing Date	\$4,575.79
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$50.00
Less the amount of the last month's rent deposit	- \$1,200.00
Less the amount of the interest on the last month's rent deposit	- \$142.68
Total amount owing to the Landlord	\$3,369.11
Plus, daily compensation owing for each day of occupation starting January 20, 2026	\$42.41 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	