



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-094073-25

In the matter of: 1, 2123 MER-BLEUE RD
ORLEANS ON K4A3T9

Between: 1000294992 Ontario Inc. c/o Stewart Property Management Landlord

And

Sabrina Presley Tenant
Tyler Cholette-McLennan

1000294992 Ontario Inc. c/o Stewart Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Sabrina Presley and Tyler Cholette-McLennan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 22, 2026.

The Landlord's Agent Viviane Boff and the Landlord's Legal Representative Allan Kouri and the Tenant Sabrina Presley attended the hearing.

Determinations:

The Tenant's Section 82 Issues

1. At the hearing, the Tenant made a request to raise issues related to tenant's rights pursuant to section 82 of the Residential Tenancies Act, 2006, S.O. 2006, c.17 (the 'Act'). Section 82 provides that at a hearing of a Landlord's application for non-payment of rent, a Tenant may raise any issue that could otherwise be the subject of a Tenant's application.
2. Both the Act and the Board's Rules of Procedure require that the Tenant either give written notice to the Board and the Landlord at least 7 days prior to hearing, along with copies of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing or give an explanation satisfactory to the Board explaining why they could not comply with those requirements. The Rules of Procedure provides that where a Tenant fails to meet these requirements, the Tenant shall not be permitted to raise issues under sections 82(1) of the Act.
3. It was not disputed by the parties that the Tenant failed to notify the Landlord of their intent to raise issues under Section 82 of the Act in writing at least 7 days prior to the hearing.

The Tenant testified that she uploaded her issues to the Tribunals Ontario Portal as she was under the assumption that this constitutes service on the Landlord. I am not satisfied that this misapprehension constitutes a satisfactory explanation as to why the Tenant could not comply with the rules. Therefore I declined to allow the Tenant to raise issues under Section 82 of the Act.

The Adjournment Request

4. After I declined to permit the Tenant to raise issues under Section 82 of the Act the Tenant sought an adjournment so that she could properly raise these issues. The Tenant testified that she had sought legal advice from the University of Ottawa Legal Clinic and had been informed about the process to file issues under Section 82 of the Act but was not made aware that the Board provide a form for this purpose. The Tenant testified that she was prepared to pay rent in full and on time until the matter returned to mitigate prejudice to the Landlord.

5. I am not satisfied that an adjournment is appropriate. Interpretation Guideline 1 states:

Parties are expected to make any necessary arrangement to proceed with a case management or merits hearing on the date set out in the Notice of Hearing. The granting of adjournments is at the discretion of the Member hearing the application or the Hearing Office conducting the case management. Pursuant to s. 21 of the *SPPA*, an adjournment will only be granted by the Board if it is required to permit an adequate hearing to be held.

Where the Member is satisfied that the party has received sufficient notice of the hearing and has been provided with an adequate opportunity to prepare their evidence and submissions, summons witnesses and obtain counsel ahead of the hearing date, an adjournment is not usually granted unless there are exceptional circumstances.

The specific factors the Member may consider in deciding whether to grant an adjournment include:

1. the reason for the adjournment and position of the parties;
 2. the issues in the application;
 3. any prejudice that may result from granting or denying the request;
 4. the history of the proceeding including other adjournments or rescheduling;
 5. the LTB's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.
6. The Notice of hearing was mailed to the Tenant on December 21, 2025, and the Tenant confirmed that she received it around that time. Therefore, I am satisfied that the Tenant has had adequate notice of this proceeding and has clearly had time to seek independent legal advice and representation. I am not satisfied that the Tenant has demonstrated that exceptional circumstances exist in this case which would warrant an adjournment. I also note that the right to representation is not absolute, and while the Tenant may wish

additional time to seek legal advice, secure representation, and perfect her claims, I am not satisfied that the Tenant has demonstrated that is appropriate here. Finally, I note that the Tenant's request to adjourn appears to be predicated on the Tenant's failure to comply with the rules, and I find that it would be highly prejudicial to the Landlord to adjourn the Application to allow the Tenant to raise issues under section 82 of the Act in consideration of the quantum of arrears owing and lack of payments made, and would not be an expeditious use of the Board's time to do so. Therefore, the Tenant's adjournment request was denied.

The L1

7. 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.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$2,050.00. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$67.40. This amount is calculated as follows: \$2,050.00 x 12, divided by 365 days.
11. The Tenant has paid \$1,250.00 to the Landlord since the application was filed.
12. The rent arrears owing to January 31, 2026, are \$13,150.00. The Tenant testified that she had made additional payments towards the arrears, however she did not rely on any documentation, or proof of payment in support of this claim. As the Landlord is unable to prove a negative (that the Tenant did not pay) and the Tenant has not provided any proof of payment I am satisfied that the quantum claimed by the Landlord is correct.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$2,000.00 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.
15. Interest on the rent deposit, in the amount of \$66.57 is owing to the Tenant for the period from September 1, 2024, to January 22, 2026.
16. The Tenant testified that the arrears arose, at least in part, because the Tenant was required to spend additional funds on maintenance of the rental unit which the Landlord refused to perform. The Tenant also testified that she is currently on parental leave from her employer, and returning September 6, 2026.
17. The Landlord sought a standard order and the Tenant a payment plan. The Tenant testified to a total monthly income after deductions of \$3300 against expenses of approximately \$5292.00 inclusive of rent. The Tenant sought a payment plan of \$500.00 per month until September 2026, when she could increase the monthly payments to \$1000.00

18. While I recognise that some of the numbers provided by the Tenant were estimates, and may represent higher than usual monthly spending, based on the financial picture provided by the Tenant the tenancy is not viable as their expense significantly exceed the monthly income. Therefore, I am not satisfied that the payment plan proposed by the Tenant is viable or appropriate. While I recognise that the Tenant's income shall increase when she returns to work in September, I find it would be prejudicial to the Landlord to order a payment plan for a tenancy which is not viable.
19. 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 February 28, 2026, pursuant to subsection 83(1)(b) of the Act.
20. In the alternative to a payment plan the Tenant proposed a delay of 4 months. While I find that this would be unduly prejudicial to the Landlord in consideration of the quantum outstanding, and the non-viable state of the tenancy, I accept that there are two children in the rental unit, and the Tenant is currently on a parental leave after a recent birth.
21. In consideration of all the circumstances I am therefore satisfied that a delay to February 28, 2026 is appropriate to allow the Tenant additional time to void the order or secure alternate accommodation. I also note that the Landlord is holding a last month rent deposit, which mitigates the prejudice to them inherent in such a delay.

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:**
 - \$15,386.00 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 \$10,702.23. 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 \$67.40 per day for the use of the unit starting January 23, 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.

February 3, 2026
Date Issued

Reid Jackson
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 February 28, 2026

Rent Owing To February 28, 2026	\$16,450.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,250.00
Total the Tenant must pay to continue the tenancy	\$15,386.00

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

Rent Owing To Hearing Date	\$13,832.80
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,250.00
Less the amount of the last month's rent deposit	- \$2,000.00
Less the amount of the interest on the last month's rent deposit	- \$66.57
Total amount owing to the Landlord	\$10,702.23
Plus daily compensation owing for each day of occupation starting January 23, 2026	\$67.40 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	