



Order under Section 69 Residential Tenancies Act, 2006

Citation: Bal v Brodeur, 2026 ONLTB 9856

Date: 2026-01-30

File Number: LTB-L-095519-25

In the matter of: 1321 Tremont Dr
Kingston ON K7P0M5

Between:	Kavita Bal	Landlord
	and	
	Taylor Brodeur	Tenant

Kavita Bal (the 'Landlord') applied for an order to terminate the tenancy and evict Taylor Brodeur (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 21, 2026.

The Landlord's Legal Representative, Angela Smith, 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 \$2,350.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$77.26. This amount is calculated as follows: \$2,350.00 x 12, divided by 365 days.
5. The parties agreed that the Tenant has not made any payments since the application was filed.
6. The parties agreed that the rent arrears owing to January 31, 2026 are \$21,300.00.
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 \$2,350.00 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 \$287.92 is owing to the Tenant for the period from June 1, 2019 to January 21, 2026.
10. The Landlord is seeking a standard termination order. The Landlord's Legal Representative submitted that the Landlord previously entered into a payment plan with the Tenant for the arrears, but the Tenant did not make one single payment according to the agreed upon plan. She submits that the Landlord is a small landlord who has had to cover the expenses of the property on her own without any rental income to assist and that is no longer sustainable.
11. The Tenant is seeking to preserve the tenancy. The Tenant testified that she has an ongoing family law matter with her former partner right now and once that is resolved, she intends to return to work, and she also expects to receive child support at that time. She testified that she will also be receiving a substantial amount for backpay of her Child Tax Benefit, which she expects will be approximately \$24,500.00. She is still waiting for the Canada Revenue Agency ('CRA') to process the payment. She asks that she be given three months to receive the payment from CRA and pay all outstanding rent.
12. I have considered all of the disclosed circumstances in accordance with section 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including that the Landlord attempted to negotiate a repayment plan with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. However, it would not be unfair to postpone the eviction until February 20, 2026 pursuant to section 83(1)(b) of the Act.
13. The arrears are substantial, and the Tenant could not provide any estimated or approximate time for when she would receive the stated payment from CRA. The arrears will continue to accrue as the Tenant is unable to make any payments to the Landlord in the interim and although she states she will return to work once her family law matter is resolved, the next hearing date is not until April 2026, which leaves the Landlord without any certainty of payments for the near future. Allowing the Tenant several months to pay all arrears owing, with no ability to make payments in the interim or pay the new rent that will become due, is unfair and prejudicial to the Landlord.
14. The Tenant has lived in the rental unit since 2019 and has four children in school right now. The eviction is being briefly postponed to provide the Tenant with time to find new living arrangements. Considering all of the above, it would be fair to postpone eviction to February 20, 2026 and it would be unfair to postpone the eviction further.

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:**

- \$21,486.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$23,836.00 if the payment is made on or before February 20, 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 20, 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 20, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$18,120.54. 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 \$77.26 per day for the use of the unit starting January 22, 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 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 21, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before February 20, 2026, then starting February 21, 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 February 21, 2026.

January 30, 2026
Date Issued

Candace Aboussafy
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 August 21, 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	\$21,300.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$21,486.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 20, 2026

Rent Owing to February 28, 2026	\$23,650.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$23,836.00

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

Rent Owing to Hearing Date	\$20,572.46
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,350.00
Less the amount of the interest on the last month's rent deposit	- \$287.92
Total amount owing to the Landlord	\$18,120.54
Plus daily compensation owing for each day of occupation starting January 22, 2026	\$77.26 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	