



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

**Citation:** 2 Second Inc. v Forte, 2026 ONLTB 8853

**Date:** 2026-02-03

**File Number:** LTB-L-081358-25

**In the matter of:** 1614-2 Secord Ave.  
East York, ON M4C2C3

**Between:** 2 Second Inc. Landlord

**And**

Maria Liam Forte Tenant

2 Second Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Maria Liam Forte (the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on December 18, 2025, and January 23, 2026.

The hearing was adjourned on December 18, 2025, to allow the Tenant additional time to apply for financial assistance, with the objective of preserving the tenancy.

The Landlord's agent, Shalina Nasser, and the Tenant attended both hearings. The Landlord's representative, Sylwia McArthur, attended the December 18, 2025, hearing only, while Sharon Harris attended the January 23, 2026, hearing only.

On December 18, 2025, prior to the commencement of the hearing, the Tenant met with Tenant Duty Counsel.

### **Preliminary Issue:**

#### Service of N4 Notice

1. At the hearing on December 18, 2025, the Tenant raised a preliminary issue, alleging that he did not receive the N4 Notice of Termination. He testified that he was home all day on September 5, 2025, the date the Landlord claimed the

notice was delivered. In support, the Tenant submitted a screenshot of his online calendar for that day, which showed two entries titled "Skipped class" and one entry titled "Have lunch & sex," covering the period from 9:00 a.m. to 2:00 p.m. The Tenant also provided a written account of his activities on that date.

2. The Landlord's agent stated that the N4 notice was delivered to the Tenant on September 5, 2025, by placing the notice under the door. This is the normal method the Landlord's agent employs when delivering notices. She stated that her standard process is to take the required N4 notices for all the Landlord's buildings, deliver them by placing the notice under the door, completing the certificate of service, and then sending the certificate of service to the Landlord's representative, Steelcase who then files the application. She stated that the process for serving this N4 notice was no different. She further stated that she had no recollection of anything specific to this unit when delivering the notice that day. When given the opportunity on December 18, 2025, the Tenant did not have any questions to ask Ms. Nasser about the service of the N4 notice.
3. Based on the evidence before the Board, I am satisfied that the N4 Notice of Termination was served on the Tenant on September 5, 2025, as testified to by the Landlord's agent on December 18, 2025.
4. The Tenant raised the issue again at the January 23, 2026, hearing. The Tenant was advised that the validity of the N4 notice had been determined at the December 18, 2025, hearing.

#### **Determinations:**

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$2,670.46. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$87.80. This amount is calculated as follows:  $\$2,670.46 \times 12$ , divided by 365 days.
9. The Tenant has paid \$6,651.48 to the Landlord since the application was filed.
10. The uncontested rent arrears owing to January 31, 2026, are \$6,642.13.

11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$2,615.54 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.
13. Interest on the rent deposit, in the amount of \$68.85 is owing to the Tenant for the period from January 1, 2025, to January 23, 2026.

Relief from Eviction

14. 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 April 30, 2026, pursuant to subsection 83(1)(b) of the Act.
15. The Landlord's agent testified that rent arrears began in August 2025 and that multiple requests for payment and discussions regarding payment proposals followed. The Landlord's agent and representative confirmed that there has been no further contact with the Tenant since the December 18, 2025, hearing. Since the application was filed on September 28, 2025, the Tenant has made payments totaling \$6,651.48. Given the amount of arrears, and that the Tenant was unable to propose a payment plan, the Landlord requested a standard 11-day eviction order.
16. The Tenant testified that he uses a wheelchair and has experienced incidents of harm that have significantly affected his well-being. He stated that he has sought ongoing support from the Office of Sexual Violence Support and Education at Toronto Metropolitan University and expressed recent concerns that he may be monitored online by the individual responsible for these incidents.
17. The Tenant wishes to remain in the unit but is open to relocating to a more affordable unit if one is available. He wants to preserve the tenancy but does not have sufficient income to propose a payment plan to address the arrears.
18. The Tenant disclosed a total monthly income of \$1,566.10, consisting of \$1,366.10 from ODSP and \$200.00 in monthly support from his roommate, Juliet Alexander, which is subject to reassessment on June 1, 2026. Ms. Alexander confirmed her intent to pay half the rent, plus the additional \$200.00 in support in a letter uploaded to the portal on January 16, 2026. He also disclosed additional monthly expenses of \$210.00, consisting of \$100.00 for groceries, \$31.00 for tenant's insurance and \$40.00 for each of phone and internet.

19. Based on the Tenant's disclosed income and expenses, and after accounting for his share of the rent and the roommate's contribution, the Tenant would have an estimated monthly surplus of approximately \$20.85. The Tenant advised that he does not qualify for rent bank assistance or the ODSP Housing Stability Fund and provided an email from Marian Brown confirming that his application for assistance was declined. No additional confirmation regarding the ODSP Housing Stability Fund was provided. Mr. Forte was therefore unable to propose a payment plan.
20. On cross-examination, Mr. Forte testified that he has been seeking employment since December 2024 and, after being unsuccessful, began accessing ODSP employment supports in August 2025. He confirmed that he has no current job offers and stated that he is not attempting to avoid paying the arrears.
21. Based on the Tenant's disclosed financial circumstances and inability to propose a viable payment plan, I find that he lacks sufficient financial means to sustain the tenancy. I asked the Tenant how much time he would require to secure alternative accommodations. He stated that he would need at least four months to avoid entering a shelter and that relocating during the winter months would be particularly difficult due to his mobility needs. He also testified that he has had difficulty locating lower-cost, wheelchair-accessible units. The Tenant further asked whether the Landlord would consider employing him.
22. I discussed a delayed eviction date of April 30, 2026, on the condition that the Tenant pay the rent for February 2026 and March 2026 on or before the 7th day of each month. The Tenant stated that he could meet these conditions. Ms. Harris objected to a delayed eviction order regardless of whether the requirement to pay the rent was subject to a section 78 clause.
23. Although the Landlord requested a standard eviction order, I determined that a delayed eviction to April 30, 2026, would not be unfair. In making this decision I have considered all of Mr. Forte's submissions, including his prior compliance with the Interim Order issued on December 19, 2025, his agreement to pay rent for February and March 2026 in full on or before the 7th day of each month, subject to section 78. I also considered the letter of support from the Office of Sexual Violence Support and Education at Toronto Metropolitan University, Mr. Forte's mobility-related housing challenges, the difficulty of securing suitable accommodations during the winter months, and the significant prejudice to the Tenant that would result from a standard eviction order.

**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:**
  - \$9,498.59 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$12,169.05 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$14,839.51 if the payment is made on or before April 30, 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 April 30, 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 April 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,492.68. 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 \$87.80 per day for the use of the unit starting January 24, 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 April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026, at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before April 30, 2026, then starting May 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 May 1, 2026.

**Additional Conditions**

10. The Tenant shall pay to the Landlord the rent for February 2026, in the amount of \$2,670.46, on or before February 7, 2026.
11. The Tenant shall pay to the Landlord the rent for March 2026, in the amount of \$2,670.46, on or before March 7, 2026.
12. If the Tenant fails to make the payments in accordance with paragraphs 10 and 11 of this order, the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant prior to April 30, 2026, and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

**February 3, 2026**  
**Date Issued**

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Ken Audziss  
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 December 4, 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                                                        | \$15,964.07       |
| Application Filing Fee                                                                 | \$186.00          |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$6,651.48      |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$9,498.59</b> |

**B. Amount the Tenant 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                                                           | \$18,634.53        |
| Application Filing Fee                                                                 | \$186.00           |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$6,651.48       |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$12,169.05</b> |

**C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026**

|                                                                                        |                    |
|----------------------------------------------------------------------------------------|--------------------|
| Rent Owing to April 30, 2026                                                           | \$21,304.99        |
| Application Filing Fee                                                                 | \$186.00           |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$6,651.48       |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$14,839.51</b> |

**D. Amount the Tenant must pay if the tenancy is terminated**

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing to Hearing Date, January 23, 2026                                                                        | \$12,642.55          |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed                              | - \$6,651.48         |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$2,615.54         |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                             | - \$68.85            |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$3,492.68</b>    |
| Plus, daily compensation owing for each day of occupation starting January 24, 2026                                 | \$87.80<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |