



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-097414-25

In the matter of: Basement Suit, 370 VICTORIA PARK AVE
TORONTO ON M4E3S8

Between: Kevin George Trudell Landlord

And

Lorraine Therrien Tenant

Kevin George Trudell (the 'Landlord') applied for an order to terminate the tenancy and evict Lorraine Therrien (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 29, 2026.

The Landlord 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 \$1,096.75. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$36.06. This amount is calculated as follows: \$1,096.75 x 12, divided by 365 days.
5. The Tenant has paid \$4,880.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026, are \$1,947.25. The Tenant confirmed the arrears claimed by the Landlord to be correct and did not dispute the amount of arrears claimed.
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 \$1,872.00 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 \$369.70 is owing to the Tenant for the period from April 1, 2015, to January 29, 2026.

Relief from Eviction

10. 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.
11. The Tenant testified that she has been the victim of a scam and continued to send money to individuals involved, which contributed to her financial difficulties. The Tenant stated that she has a plan to clear her debts by mid-year and asserted that she intends to pay the February and March rent at the end of March. The Tenant further stated that by the end of March she expects to be able to pay all outstanding arrears and current rent.
12. The Tenant testified that she is 72 years old, retired, and lives on a fixed income. She stated that her household income is approximately \$3,700.00 net per month. The Tenant provided limited details of her expenses, including phone costs of \$45.00 per month and food expenses of approximately \$350.00 per month.
13. The Landlord testified that there is no existing payment plan between the parties. Although several attempts were made to resolve the arrears through text messages, in-person meetings, and informal discussions, no payment arrangement was ever agreed to or successfully completed. The Tenant repeatedly promised that rent would not be missed again; however, those promises were not followed through.
14. The Landlord stated that the Tenant has not provided any realistic or reliable plan demonstrating how the arrears will be addressed going forward. The Landlord further testified to his own circumstances, including that he has an adult son residing in the home who is unemployed and attending school, and that the property requires a new roof, which represents a significant upcoming expense. The Landlord submitted that continued uncertainty regarding rent payments creates an ongoing financial strain on him.
15. I accept that the Tenant's personal circumstances, including her age, bankruptcy, and housing insecurity, are serious and deserving of consideration. I also accept that the Tenant has experienced financial harm as a result of being scammed.
16. However, these factors must be weighed against the Landlord's right to receive rent and the overall reliability of the Tenant's proposal. The Tenant confirmed the arrears and acknowledged an ongoing inability to meet payment obligations. There is no payment plan in place, and past efforts to reach an agreement have not succeeded. The Tenant's proposal relies on future events and anticipated funds, without supporting evidence demonstrating that the arrears will, in fact, be paid as promised.
17. The Landlord has established that the Tenant has repeatedly made similar assurances in the past but has been unable to follow through. I find that there is insufficient evidence

before me to conclude that the Tenant will be able to meet her future rental obligations or eliminate the arrears within a reasonable time.

18. While I am sympathetic to the Tenant's circumstances, section 83 does not require the Board to grant relief where doing so would simply delay an inevitable outcome without a realistic prospect of compliance. In these circumstances, granting relief would unfairly prejudice the Landlord.
19. In balancing the circumstances of the parties, I have considered whether it would be appropriate to delay eviction until February 28, 2026, to allow the Tenant additional time to secure alternative accommodation. I place significant weight on the Tenant's age, her fixed retirement income, and the evidence that she would face serious housing insecurity if required to vacate immediately. I also note that the Tenant has made a substantive payment toward the rent arrears, which demonstrates a meaningful effort to address the debt and distinguishes this case from situations where no payments have been made at all.
20. While the Landlord will experience some continued prejudice as a result of the delay, I find that this prejudice is limited and proportionate when weighed against the severe hardship the Tenant would face if evicted without additional time. In these circumstances, a short delay in eviction to February 28, 2026, appropriately balances the parties' interests and represents a fair exercise of discretion under section 83 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:**
 - \$3,230.00 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. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$159.46. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$36.06 per day for compensation for the use of the unit starting January 30, 2026, until the date the Tenant moves out of the unit.

6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. 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.
8. 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

Nathan Korenberg

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	\$7,924.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,880.00
Total the Tenant must pay to continue the tenancy	\$3,230.00

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

Rent Owing To Hearing Date	\$6,776.24
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,880.00
Less the amount of the last month's rent deposit	- \$1,872.00
Less the amount of the interest on the last month's rent deposit	- \$369.70
Total amount owing to the Landlord	\$(159.46)
Plus daily compensation owing for each day of occupation starting January 30, 2026	\$36.06 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	