



Order under Section 69 Residential Tenancies Act, 2006

Citation: Goldmar Property Management v Mills, 2026 ONLTB 13499

Date: 2026-02-13

File Number: LTB-L-095629-25

In the matter of: 98A, 98 LANSDOWNE AVE
KINGSVILLE ON N9Y1S1

Between: Goldmar Property Management

Landlord

And

Dawn Mills
Trevor Getty

Tenant

Goldmar Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Dawn Mills and Trevor Getty (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 28, 2026.

The Landlord's Legal Representative, Justin Brodie Timms-Fryer, and the Tenant, Dawn Mills, attended the hearing.

Determinations:

1. At the onset of the hearing, the Tenant requested an adjournment. The Tenant submitted that she wanted an opportunity to obtain legal representation, that she had health issues, and that the other Tenant was unable to participate in the hearing. The Tenant had an opportunity to speak with the Tenant Duty Counsel before the hearing. Given that the Notice of Hearing was mailed to the Tenant on December 31, 2025, I find that the Tenant had sufficient time to obtain legal representative or legal advice.
2. The Divisional Court's decision in *Wang v. Oloo*, 2023 ONSC 1028 (Div. Ct.) (CanLII) gives guidance on the type of information that should be included in a medical note to support a request to adjourn a hearing. At paragraph 10, the Divisional Court affirms:

a doctor's note must obtain [sic.] sufficient information to enable the court or tribunal to exercise its own judgment as to whether the adjournment should be granted. This should, at a minimum, describe the diagnosis, the effect of the patient's condition on their ability to attend and participate in the hearing, and a statement as to when, in

the doctor's opinion the patient will be well enough to attend court and participate as required.

3. In the present case, the Tenant did not provide a doctor's note. Without reliable information about the Tenant's medical conditions and the impact those conditions may have, I am not persuaded by the Tenant's argument for an adjournment due to health concerns.
4. With regards to the Tenant's submission that the other Tenant was unable to participate in the hearing due to work, there was no evidence before the Board as to what, if any, steps the other Tenant took to make himself able to attend the hearing. The Tenant present confirmed she had authorization to speak on his behalf. As such, I find that adjourning the matter would offend the Board's mandate under section 183 of the Act Board 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. The adjournment request was denied.

L1 Application

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 \$2,692.22. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$88.51. This amount is calculated as follows: \$2,692.22 x 12, divided by 365 days.
9. The Tenant has not made any payments since the application was filed.
10. The rent arrears owing to January 31, 2026 are \$13,865.33. The Tenant agreed with the amount of arrears.
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 \$2,500.00 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.
13. Interest on the rent deposit, in the amount of \$210.23 is owing to the Tenant for the period from August 24, 2022 to January 28, 2026.
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 March 13, 2026 pursuant to subsection 83(1)(b) of the Act.
15. The Tenant did not seek to preserve the tenancy. Rather, the Tenant requested that the Board deny termination of the tenancy until March 31, 2026.

16. The Tenant testified that she is unable to pack up belongings as she has back issues and cannot use one arm that is awaiting a shoulder replacement. The Tenant testified that the other Tenant is away for work until February 17, 2026 and she has no one to assist with packing. The rental unit is a four-bedroom house.
17. Given the Tenant's health issues and the fact that the Landlord has a last month's rent deposit, I am not persuaded that a brief delay to March 13, 2026 will unduly prejudice the Landlord. The Tenant is provided a brief delay to vacate the rental unit or to locate funds to void the 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:**
 - \$16,743.55 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$19,435.77 if the payment is made on or before March 13, 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 March 13, 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 March 13, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,127.16. 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 \$88.51 per day for the use of the unit starting January 29, 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 March 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 14, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 13, 2026, then starting March 14, 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 14, 2026.

February 13, 2026

Date Issued

Vicky Liu

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 14, 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	\$16,557.55
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,743.55

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 13, 2026

Rent Owing To March 31, 2026	\$19,249.77
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$19,435.77

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

Rent Owing To Hearing Date	\$13,651.39
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$210.23
Total amount owing to the Landlord	\$11,127.16
Plus daily compensation owing for each day of occupation starting January 29, 2026	\$88.51 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	