



Order under Section 69 Residential Tenancies Act, 2006

Citation: WDL 8 LP, c/o Tricon Residential v De Boss, 2026 ONLTB 13257

Date: 2026-02-09

File Number: LTB-L-095831-25

In the matter of: 1601, 181 MILL ST
TORONTO ON M5A1C8

Between: WDL 8 LP, c/o Tricon Residential Landlord

And

Priscilla De Boss Tenant

WDL 8 LP, c/o Tricon Residential (the 'Landlord') applied for an order to terminate the tenancy and evict Priscilla De Boss (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 5, 2026.

The Landlord's agent, Anna Sewchuk, the Landlord's legal representative, Faith McGregor, and the Tenant's legal representative, Tariq Obeidi, 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 \$1,895.25. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$62.31. This amount is calculated as follows: \$1,895.25 x 12, divided by 365 days.
5. The Tenant has paid \$5,797.54 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$4,793.33.
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 \$1,856.27 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 \$3.84 is owing to the Tenant for the period from January 1, 2026 to February 5, 2026.
10. At the outset of the hearing, the Tenant's legal representative requested an adjournment. He advised that the Tenant had been in hospital the previous day, was at home on medication, and that he was unsure whether the Tenant had the "capacity" to provide instructions. He also indicated that he had initially been retained on a limited-scope basis. When I asked him directly whether, if the adjournment request was denied, he was authorized to proceed with a merits hearing, he confirmed that he was. No medical documentation or other supporting evidence was provided at that time. In these circumstances, I was not persuaded that an adjournment was necessary or appropriate, and I denied the request.
11. A further adjournment request was made on the basis that the Tenant's representative did not have access to materials on the LTB's portal. However, the Tenant had herself uploaded disclosure through the portal, and there was no suggestion that either the Tenant or her representative was unaware of the application, the arrears, or the evidence the Landlord intended to rely upon. I was satisfied that any concerns about disclosure could be addressed in the course of the hearing and that there was no resulting prejudice that justified an adjournment. I therefore denied the second adjournment request.
12. After the hearing concluded, the Tenant uploaded a doctor's note dated February 4, 2026, indicating that she was seen in the emergency department on that date, was to be off work due to medical concerns, and could return to work on February 6, 2026. No post-hearing submissions had been requested or authorized. In any event, the note does not explain why the Tenant could not attend or participate in the hearing by videoconference, nor why no supporting documentation was provided with the adjournment request. Consistent with the approach endorsed by the Divisional Court in *Wang v. Oloo*, 2023 ONSC 1028, a short conclusory note of this kind, provided only after the hearing, is not sufficient to reopen or adjourn the proceeding.
13. With respect to the merits, the Tenant's representative did not meaningfully dispute the Landlord's calculation of the arrears. He advised that he had "a note" of an amount owing which was slightly higher than the arrears figure in the Landlord's update sheet, and he did not suggest that the correct amount was lower than what the Landlord claimed. In these circumstances, I am satisfied that there is no genuine dispute about the arrears, and I accept the Landlord's figures as accurate.
14. The Tenant's representative proposed that the arrears be repaid by monthly payments of approximately \$423.00, in addition to ongoing rent, continuing until December 12, 2026, with a final smaller payment in January 2027. He attempted to provide some information about the Tenant's finances, indicating that her income was "about \$3,600.00" per month, but then acknowledged that he did not actually know if that amount was correct. I therefore do not place significant weight on that specific income figure. In any event, what matters for my analysis is not solely the precise dollar amount of the Tenant's income but the overall reliability and feasibility of the proposed plan. Given the size of the arrears, the

length of time over which the Tenant proposes to repay them, the history of non-payment, and the uncertainty surrounding her actual income, I am not confident that the Tenant would be able to adhere to such a lengthy and demanding payment schedule even if I were to order it.

15. I have nevertheless considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006*. In doing so, I have taken into account that the Tenant is a single mother from a marginalized community, that she has a young child in her care, that she has recent health issues, that she has made payments since the application was filed, and that this is not a case where the Tenant has made no effort to address the arrears. I have also considered the Landlord's attempts to discuss and negotiate repayment prior to the hearing. Balancing these circumstances against the Landlord's right to be paid rent when due and to have certainty about recovery of the arrears, and in light of my concern that the Tenant is unlikely to be able to comply with the lengthy payment plan proposed, I find that it would not be fair to the Landlord to grant relief from eviction through a conditional payment order.
16. However, I am satisfied that it would not be unfair to postpone the eviction for a limited period to give the Tenant a final opportunity either to pay the arrears in full or to secure alternate accommodation. I therefore find that it would not be unfair to postpone the eviction until March 31, 2026, pursuant to subsection 83(1)(b) 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:**
 - \$4,979.33 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$6,874.58 if the payment is made on or before March 31, 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 31, 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 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$1,535.52. 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 \$62.31 per day for the use of the unit starting February 6, 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 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.

February 9, 2026
Date Issued

Colin Elsby
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 October 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	\$10,590.87
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,797.54
Total the Tenant must pay to continue the tenancy	\$4,979.33

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	\$12,486.12
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,797.54
Total the Tenant must pay to continue the tenancy	\$6,874.58

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

Rent Owing To Hearing Date	\$9,007.17
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,797.54
Less the amount of the last month's rent deposit	- \$1,856.27
Less the amount of the interest on the last month's rent deposit	- \$3.84
Total amount owing to the Landlord	\$1,535.52
Plus daily compensation owing for each day of occupation starting February 6, 2026	\$62.31 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

