



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

**File Number:** LTB-L-099076-25

**In the matter of:** 232 THIRD ST E  
CORNWALL ON K6H2E2

**Between:** Richard Marceau Landlord

**And**

Brandon Mattice Tenants  
Karissa Ladouceur-Crowder

Richard Marceau (the 'Landlord') applied for an order to terminate the tenancy and evict Brandon Mattice and Karissa Ladouceur-Crowder (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 4, 2026.

The Landlord, the Landlord's Representative, Lisa Duchene, and the Tenants attended the hearing.

### **Preliminary Issue(s):**

#### *Request to adjourn*

1. The Landlord raised a preliminary issue that the Tenants did not serve the Landlord with their disclosure for their tenant issues. The Tenants' request to adjourn the hearing so that they could raise the tenant issues was denied for the following reasons.
2. Section 82 of the *Residential Tenancies Act, 2006* (the 'Act') provides that a Tenant shall be permitted to raise any issue that could be the subject of an application if the Tenant complies with the disclosure requirements or provides a satisfactory explanation as to why they could not comply with the disclosure requirements.
3. The Act requires a Tenant to give advance notice of the issues to the Landlord within the time set out in the Rules. The Board's Rules require that disclosure must be made to the Landlord and the Board as soon as possible but no later than 7 days before the hearing of the Landlord's application.
4. The Tenants submitted disclosure to the Board but did not serve the Landlord with the disclosure. It is the Landlord's Legal Representative's submission that she saw the disclosure on Tribunals Ontario Portal the morning of the hearing which does not give the

Landlord an opportunity to respond adequately. The Tenants have filed their own T2/T6 application which will be heard when scheduled.

5. The Tenant, Karissa Ladouceur-Crowder (KL), testified she is unrepresented and was unaware of the procedures. The Tenants believe that the Landlord filed his L1 application in retaliation of their application filed November 12, 2025, but agrees they have not made rent payments since November 1, 2025, due to maintenance issues.
6. The Landlord opposes the Tenant's request for an adjournment as the rent arrears are substantial and the Landlord is a small Landlord who is severely prejudiced by an adjournment.
7. I find it would be procedurally unfair and prejudicial to the Landlord to permit the Tenants to raise issues under section 82 at this hearing given the Tenants' lack of proper disclosure, which affects the Landlord's ability to know the case to be met. The Landlord filed an application for arrears based on the Tenant's lack of rent payments which the Tenant's acknowledge are owing. The Landlord served the Tenants with an N4 on November 9, 2025. The Tenants filed their application after that on November 12, 2025. It will be heard on a separate date and the Tenants may address their concerns then.

#### **Determinations:**

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,300.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The parties agree that the rent arrears owing to February 28, 2026, are \$9,200.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act including whether the Landlord attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
10. The Tenants request time to the end of February 2026 to move out. The relationship between the parties has deteriorated, and the Tenants are unable to pay off the arrears at the moment. They are looking for a rent abatement on their T2/T6 application to offset the

arrears. The Tenants have four children who share 50% custody with their mother and are here every other week.

11. The Landlord opposes a delay as they would need time to prepare the rental unit for renting after the Tenants vacate. The tenancy is short-lived.
12. I find the tenancy is not viable under the circumstances. The Tenants want to move out and I find no reason to delay the eviction any further. With respect to the arrears, the Tenants cannot receive a rent abatement at this hearing for issues arising out of their tenant application which has not yet been determined.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$9,386.00 if the payment is made on or before February 22, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after February 22, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 22, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$7,388.48. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$75.62 per day for the use of the unit starting February 5, 2026, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before February 22, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 23, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 22, 2026, then starting February 23, 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 23, 2026.

**February 11, 2026**  
**Date Issued**

---

Sheena Brar  
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 23, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 22, 2026**

|                                                           |                   |
|-----------------------------------------------------------|-------------------|
| Rent Owing to February 28, 2026                           | \$9,200.00        |
| Application Filing Fee                                    | \$186.00          |
| <b>Total the Tenants must pay to continue the tenancy</b> | <b>\$9,386.00</b> |

**B. Amount the Tenants must pay if the tenancy is terminated**

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing to Hearing Date                                                                                          | \$7,202.48           |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$7,388.48</b>    |
| Plus, daily compensation owing for each day of occupation starting February 5, 2026                                 | \$75.62<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |