



Order under Section 69 Residential Tenancies Act, 2006

Citation: Seguin v Tilbury, 2026 ONLTB 12841

Date: 2026-02-18

File Number: LTB-L-098942-25

In the matter of: 4, 398 Melvin Ave
Sudbury ON P3B4X3

Between: Pauline Seguin Landlord

And

Robyn Tilbury Tenant

Pauline Seguin (the 'Landlord') applied for an order to terminate the tenancy and evict Robyn Tilbury (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Agent, Colette Seguin, and the Tenant attended the hearing.

Preliminary Issue:

1. The Tenant's request to address issues under section 82 of the *Residential Tenancies Act, 2006* (the 'Act') are denied for the reasons that follow.
2. The Tenant raised some issues related to being locked out of the residential complex as the Landlord has changed the lock of the main door and refused to give the Tenant a replacement key. This prevents the Tenant from moving freely from the residential complex.
3. The Landlord's Agent stated that the Tenant has raised his own T2 application for the same reason which is yet to be scheduled. The Landlord's Agent has given a replacement key to all tenants and sent a text to the Tenant as well to come collect the same, but the Tenant has not done so yet. The Tenant may collect the key from her at anytime.
4. Section 82 of the Act provides that a Tenant shall be permitted to raise any issue that could be the subject of an application if the Tenants complies with the disclosure requirements or provides a satisfactory explanation as to why they could not comply with the disclosure requirements.

5. 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.
6. The Tenant did not submit any disclosure either to the Board or the Landlord for the same. The Tenant has filed his own T2 application and there is no request to combine the two applications on the Board's portal system. The Tenant did not give a satisfactory response to why he could not comply with the disclosure requirements under the rules.
7. I find it would be procedurally unfair and prejudicial to the Landlord to permit the Tenant to raise issues under section 82 at this hearing given the Tenant's lack of disclosure, which affects the Landlord's ability to know the case to be met.

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 \$550.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$18.08. This amount is calculated as follows: \$550.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The parties agree that the rent arrears owing to February 28, 2026, are \$12,650.00.
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 Tenant 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.
10. The Tenant testified that he is unable to pay such a large amount of money to the Landlord. The Tenant needs time to move out as he is starting a new job on Monday, February 9th. The Tenant has lived at the rental unit for ten years or so and needs a place to house his pet. The Tenant would face homelessness as he is a low-income individual.
11. The Landlord opposes a delay since the rent arrears are substantial and the Tenant has lived rent free for a long time. Considering the length of the tenancy and the Tenant's circumstances, I am delaying the eviction to February 28, 2026. Any further delay would prejudice the Landlord.

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:**
 - \$12,836.00 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. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,808.32. 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 Tenant shall also pay the Landlord compensation of \$18.08 per day for the use of the unit starting February 5, 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 February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
8. 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.
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 1, 2026.

February 18, 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 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	\$12,650.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,836.00

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

Rent Owing to Hearing Date	\$12,172.32
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$12,358.32
Plus, daily compensation owing for each day of occupation starting February 5, 2026	\$18.08 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	