



Order under Section 69 Residential Tenancies Act, 2006

Citation: WC Operating (Ontario-2) o/a Levante Living Grandwood Park v Spry, 2026 ONLTB 14280

Date: 2026-02-20

File Number: LTB-L-097540-25

In the matter of: 205, 81 GRAND AVE
LONDON ON N6C1M2

Between: WC Operating (Ontario-2) o/a Levante Living Landlord
Grandwood Park

And

David Spry Tenants
Delwin Spry

WC Operating (Ontario-2) o/a Levante Living Grandwood Park (the 'Landlord') applied for an order to terminate the tenancy and evict David Spry and Delwin Spry (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

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

The Landlord's Legal Representatives Tonya Luciani and Stacey Porter and the Tenant, David Spry, attended the hearing. The Tenant David Spry (DS), declined to speak to Tenant Duty Counsel.

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 \$1,632.78. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$53.68. This amount is calculated as follows: \$1,632.78 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.

6. The rent arrears owing to February 28, 2026 are \$16,327.80.
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 the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
10. The Landlord's Legal Representatives submitted that the Landlord had attempted to work out a payment plan to no avail, since the application was filed. Moreover, based on the Tenant's DS evidence, I am not satisfied that a payment plan would be appropriate because the tenancy does not appear to be viable given the Tenants current life circumstances, employment status, income sources and monthly expenses. The Tenants would not be able to cover the monthly rent, her expenses, let alone the arrears.
11. The Tenant, DS further requested an extended eviction to the end of February 2026, which would allow the Tenants time to secure alternative housing, given the Tenants personal familial circumstances and the non-viability of the tenancy.
12. The Landlord's Legal Representative submitted that given the exorbitant nature of the arrears and the financial prejudice to the Landlord, having to meet the financial obligations of the rental unit and residential complex, the Landlord was seeking a standard eviction order.
13. With respect to the Tenant's DS request for an extended eviction, I find the Tenants' inability to pay rent would result in further prejudice to the Landlord and given the substantial amount of arrears, I do not find it appropriate to grant relief from eviction. As a result, I have terminated the tenancy on the terms set out below.
14. This order contains all the reasons for decisions within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$16,513.80 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$18,146.58 if the payment is made on or before March 3, 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 has paid the full amount owing as ordered plus any additional rent that became due after March 3, 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 March 3, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$15,149.42. 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 \$53.68 per day for the use of the unit starting February 6, 2026 until the date the Tenants moves out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before March 3, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 4, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before March 3, 2026, then starting March 4, 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 4, 2026.

February 20, 2026

Date Issued

Panagiotis P. Roupas

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 4, 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 28, 2026

Rent Owing To February 28, 2026	\$16,327.80
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$16,513.80

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before March 3, 2026

Rent Owing To March 31, 2026	\$17,960.58
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$18,146.58

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

Rent Owing To Hearing Date	\$14,963.42
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$15,149.42
Plus daily compensation owing for each day of occupation starting February 6, 2026	\$53.68 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	