



AMENDED
Order under Section 69
Residential Tenancies Act, 2006
And section 21.1 of the Statutory Powers Procedures Act

Citation: Velicevic v Reaume, 2026 ONLTB 8384

Date: 2026-01-30

File Number: LTB-L-094730-25

In the matter of: 1523 DOUGALL AVE
WINDSOR ON N8X1S2

Between: Mark Velicevic Landlord

And

Amber Reaume Tenant

The order contained a clerical error, this amended order was issued to correct the order dated January 30, 2026. The amendments are underlined for ease of reference.

Mark Velicevic (the 'Landlord') applied for an order to terminate the tenancy and evict Amber Reaume (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

This application was heard by videoconference on January 7, 2026.

The Landlord's Legal Representative Cameron Parrott and the Tenant attended the hearing

Determinations:

Preliminary Issue – Tenant not in possession

1. At the outset of the hearing the Tenant raised a preliminary hearing regarding another individual Brandon Reaume named as a tenant on the application. The Tenant stated that this individual although named on the lease agreement only resided in the rental unit for 3 months unit March, 2020.
2. The Landlord filed the application with the Board on November 10, 2025.
3. On the date this application was filed, subsection 87(1)(b) of the Act permitted a landlord to apply for an order for the payment of arrears of rent if the tenant is in possession of the

rental unit. The effect of this section is that if the tenant is not in possession of the rental unit on the date the application is filed, the Board does not have jurisdiction to issue an order requiring the tenant to pay the arrears of rent. This is consistent with the decision of

4. the Ontario Court of Appeal in *1162994 Ontario Inc. v. Bakker et al.* ([2004 CanLII 59995 \(ON CA\)](#)), based on the previous, but identical legislation.
5. Given the above the Board has no jurisdiction to issue an order on the formerly named tenant and therefore they will be removed from this order.

L1 Application – Non-Payment of Rent

6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$1,348.49. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$44.33. This amount is calculated as follows: \$1,348.49 x 12, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to January 31, 2026 are \$8,484.90.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,300.00 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.
14. Interest on the rent deposit, in the amount of \$144.99 is owing to the Tenant for the period from November 25, 2019 to January 7, 2026. Late

L2 Application – Persistent Late Payment of Rent

15. The Landlord gave the Tenant a N8 Notice of Termination alleging the Tenant has persistently failed to pay rent on the date it was due. The notice alleges between April 1, 2024 and August 1, 2025 rent was paid late or not at all during that period. A detailed ledger indicating when rent was due and when payments were made was attached to the Notice of Termination. At the hearing the Landlord's Legal Representative testified that the attached ledger was accurate.
16. The Landlord's Legal Representative advised that since the filling of the application rent the Tenant had made no rental payments to the date of this hearing.

17. The Tenant does not dispute the late and non-payments of rent. As such based on the undisputed evidence before. The Tenant has persistently failed to pay the rent on the date that it was due.

Relief from Eviction

18. The Tenant does not dispute the arrears owing or that she had been persistently late in her rental payments, but sought an opportunity to maintain the tenancy.
19. The Tenant is a single mother of twins age 16 as well as a 15 year old, and has resided in the unit for the past six years.
20. The Tenant proposes paying the Landlord \$2,000.00 on the first of each month inclusive of the lawful monthly rent. This would result in a balance of \$651.51 to be applied to arrears.
21. The Tenants proposal would see the arrears paid off over a period of 14 months.
22. Based on the testimony the Tenant provided regarding her monthly income and expenses the proposed payment plan appears viable.
23. The Landlord seeks a standard non-voidable order based on the persistently late payments of rent. The Landlord's Legal Representative submits that the Landlord is not comfortable with a payment plan of such a long duration.
24. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated,

"To put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."
25. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find the Tenant's request reasonable. The Tenant shall be given the opportunity to preserve the tenancy under the conditions set out in this order. The Landlord will have the added security of section 78 of the Act attaching to the order should the Tenant fail to comply with the terms of this order.

It is ordered that:

L1 Application:

1. The Tenant shall pay to the Landlord \$8,670.90 for arrears of rent up to January 31, 2026 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

	<u>DATE OF PAYMENT:</u>	<u>AMOUNT OF PAYMENT:</u>
1.	On or before March 1, 2026	\$651.51
2.	On or before April 1, 2026	\$651.51
3.	On or before May 1, 2026	\$651.51
4.	On or before June 1, 2026	\$651.51
5.	On or before July 1, 2026	\$651.51
6.	On or before August 1, 2026	\$651.51
7.	On or before September 1, 2026	\$651.51
8.	On or before October 1, 2026	\$651.51
9.	On or before November 1, 2026	\$651.51
10.	On or before December 1, 2026	\$651.51
11.	On or before January 1, 2027	\$651.51
12.	On or before February 1, 2027	\$651.51
13.	On or before March 1, 2027	\$651.51
14.	On or before April 1, 2027	\$201.27
	TOTAL	\$8,670.90

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period March 1, 2026 to April 1 2027, or until the arrears are paid in full, whichever date is earliest
4. If the Tenant fails to make any one of the payments in accordance with paragraphs 2, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

L2 Application:

5. The Tenant shall pay to the Landlord rent in full for February, 2026 on or before February 28, 2026.
6. Commencing March 1, 2026 up to and including April 1, 2027, the Tenant shall pay to the Landlord new lawful rent on time and in full as it comes due and owing.
7. If the Tenant fails to comply with the conditions set out in paragraphs 5 or 6 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

January 30, 2026

Date Issued

February 12, 2026

Date Order Amended

Sean Ramage

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.