



**Order under Section 21.2 of the
Statutory Powers Procedure Act
and the Residential Tenancies Act, 2006**

Citation: 6881530 Canada Inc. v Hill, 2026 ONLTB 14989

Date: 2026-02-17

File Number: LTB-L-087104-25-RV

In the matter of: 4307, 4000 HUNGERFORD GATE
KANATA ON K2L2T4

Between: 6881530 Canada Inc. Landlord

And

Taylor J Hill Tenant

Review Order

6881530 Canada Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Taylor J Hill (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was resolved by order LTB-L-087104-25 issued on January 20, 2026.

On January 20, 2026 the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On January 21, 2026 interim order LTB-L-087104-25-RV-IN was issued, staying the order issued on January 20, 2026.

This request to review was heard by videoconference on February 11, 2026.

The Landlord's agent, Gabrielle Charron-Cyr ('GC'), and the Tenant attended the hearing.

Determinations:

Request to Review

1. The Tenant was not present at the original hearing, which took place on January 7, 2026.
2. The Tenant knew about the hearing, and logged in to the hearing room at about 8:45 a.m. The Tenant provided the moderator with the LTB file number, and was told that the matter

had been resolved. The Tenant was told the application was dismissed and he did not need to be in the hearing room.

3. GC attended the hearing, and it proceeded on an uncontested basis.
4. I found the Tenant's oral evidence to be cogent and sincere. I find that it is more likely than not that the Tenant attended the January 7, 2026 hearing but disconnected because a moderator informed him that he did not need to be in attendance.
5. This was likely due to an error. Perhaps the Tenant identified the incorrect file number, or perhaps the moderator mistakenly based their direction to the Tenant on information contained in a different file.
6. The right to be reasonably able to participate must be interpreted broadly because it is a matter of natural justice: *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708 (ONSC Div. Ct.); and *Ali v. Capreit*, 2025 ONSC 103 (CanLII), para 14.
7. I find that the Tenant's failure to attend the original hearing was not the result of his own negligence or lack of diligence, but was caused by an unfortunate mistake. The Tenant was not reasonably able to participate in the original hearing.
8. The request to review is granted. As a result, order LTB-L-087104-25 issued on January 20, 2026 was cancelled, and a new hearing was held to consider the merits of the original application.

Merits of the Original Application

9. 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.
10. As of the hearing date, the Tenant was still in possession of the rental unit.
11. The lawful rent is \$1,380.67. It is due on the 1st day of each month.
12. Based on the Monthly rent, the daily rent/compensation is \$45.39. This amount is calculated as follows: $\$1,380.67 \times 12$, divided by 365 days.
13. The Tenant has not made any payments since the application was filed.
14. The rent arrears owing to February 28, 2026 are \$14,595.35.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. 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.
17. Interest on the rent deposit, in the amount of \$91.63 is owing to the Tenant for the period from March 9, 2023 to February 11, 2026.

Relief from Eviction

18. The Tenant is not presently employed. He lost his employment about one year ago. He said that he is working hard every day looking for work and is applying for jobs. He said he is hoping to get an interview soon.
19. The Tenant does not presently have any income. When asked, he said he does not receive any benefits from Employment Insurance, Ontario Works, or other government assistance.
20. The Landlord has tried to discuss a repayment plan with the Tenant, but since the Tenant does not have any income, it was not possible to come to any agreement.
21. The Tenant lives alone in the unit with his dog. He said he does not have family or friends who he can stay with. He asked that eviction be delayed, and said he only needs time to find employment, and is confident that he would be able to repay the rent arrears once this happens.
22. I find that this tenancy is not viable. Without any income, the Tenant cannot pay ongoing rent, let alone the rent arrears. The hope of finding employment in the future does not sufficiently address this issue. There was no evidence presented confirming that the Tenant will be employed by a certain time or what his income would be.
23. With this uncertainty, it would be unfair to the Landlord to deny eviction and implement a payment plan, which I find would be bound to fail.
24. I informed the parties that I would not deny eviction. The Landlord sought an order terminating the tenancy and evicting the Tenant 11 days after the order is issued. The Tenant requested that eviction be delayed to the end of Winter, because he does not have anywhere to go. The Tenant also said he suffers stress, anxiety, and depression.
25. In the circumstances, I find that it would not be unfair to delay eviction to March 31, 2026. This gives the Tenant time to connect with government and/or community resources that may be able to assist with payment of the arrears or finding new housing, and to secure new housing if this order is not voided.
26. I find that this delay is not unfair to the Landlord, because the Landlord is holding a rent deposit which is applied to the last month of the tenancy.
27. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and 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 request to review order LTB-L-087104-25 issued on January 20, 2026 is granted.
2. Order LTB-L-087104-25 issued on January 20, 2026 is cancelled and replaced by the following:

3. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
4. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - **\$14,781.35** if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- **\$16,162.02** if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
5. 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.
 6. **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.**
 7. If the Tenant does not void the order, the Tenant shall pay to the Landlord **\$12,508.34**. 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.
 8. The Tenant shall also pay the Landlord compensation of \$45.39 per day for the use of the unit starting February 12, 2026 until the date the Tenant moves out of the unit.
 9. 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.
 10. 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.
 11. 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 17, 2026
Date Issued

Mark Melchers
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	\$14,595.35
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,781.35

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	\$15,976.02
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,162.02

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

Rent Owing To Hearing Date	\$13,713.97
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,300.00
Less the amount of the interest on the last month's rent deposit	- \$91.63
Total amount owing to the Landlord	\$12,508.34
Plus daily compensation owing for each day of occupation starting February 12, 2026	\$45.39 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	