



**Amended Order under Section 69
Residential Tenancies Act, 2006
And
Section 21.1 of the Statutory Powers Procedure Act**

Citation: SJP Paralegal Services v LIVERANCE, 2025 ONLTB 98102

Date: 2025-12-22

File Number: LTB-L-078075-25-AM

In the matter of: 5404 BRIDGE ST
NIAGARA FALLS, ON L2E2T6

Between: Maribel Ordonez Landlord
Rony Lagran
Annie Lagran
Sonny Reyes
Rhoda Reyes
Ernesto Flores
Estrella Flores

And

MARK LIVERANCE Tenant

Maribel Ordonez, Rony Lagran, Annie Lagran, Sonny Reyes, Rhoda Reyes, Estrella Flores, and Ernesto Flores (the 'Landlord') applied for an order to terminate the tenancy and evict MARK LIVERANCE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 24, 2025.

The Landlord's legal representative, Kim Jordan, and the Tenant attended the hearing.

This amended order is issued to correct an error in the order issued on December 22, 2025. The order does not reflect the correct municipal address. The changes are bolded and underlined.

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 \$1,900.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$62.47. This amount is calculated as follows: $\$1,900.00 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to December 14, 2025 are \$8,221.90.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$3,000.00 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.
9. Interest on the rent deposit, in the amount of \$202.40 is owing to the Tenant for the period from March 15, 2023 to November 24, 2025.
10. The Tenant did not dispute the arrears. He testified that he currently earns approximately \$1,700.00 every two weeks and previously earned about \$1,300.00 every two weeks, and that he returned to work in July 2025. He also receives about \$550.00 per month in child tax credit. The Tenant further stated that his sister is prepared to provide \$4,000.00 toward the arrears, and that he has saved \$2,000.00, for a total of \$6,000.00 that he expects to be able to put toward the arrears. After that lump sum, he proposed to pay \$300.00 per month toward the remaining arrears starting January 1, 2026, in addition to paying the monthly rent.
11. The Tenant provided a breakdown of his monthly expenses, including about \$320.00 for insurance and gas, \$600.00 for utilities, \$800.00 for food and \$60.00 for medical expenses, for total non-rent expenses of approximately \$1,780.00 per month. With the rent of \$1,900.00, his total monthly outgoings are roughly \$3,680.00. The Tenant testified that he has two children, including a 17-year-old in therapy and another child with agoraphobia, and that he would need approximately three months to move if eviction were ordered.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the Tenant's income, his ability to make a lump-sum payment, his family responsibilities and the mental health needs of his children, as well as the Landlord's interest in being paid the rent that is owed. The Tenant has not made any payments toward the arrears since the application was filed, despite remaining in the unit and having some income. In these circumstances, I am not persuaded that the proposed payment plan of \$6,000.00 followed by only \$300.00 per month toward the remaining arrears is reliable or fair to the Landlord.
13. However, given that the Tenant's income has recently increased, and his children have significant support needs, I am satisfied that a short delay in the eviction is appropriate to allow him time to organize his affairs and, if possible, clear the arrears. I therefore find that it would not be unfair to postpone the eviction until January 31, 2026 pursuant to

subsection 83(1)(b) of the Act, but I do not grant conditional relief from eviction based on the Tenant's proposed payment plan.

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:**
 - \$10,307.90 if the payment is made on or before January 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$12,207.90 if the payment is made on or before January 31, 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 January 31, 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 January 31, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,930.20. 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.
 6. The Tenant shall also pay the Landlord compensation of \$62.47 per day for the use of the unit starting November 25, 2025 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 January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before January 31, 2026, then starting February 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 February 1, 2026.

December 22, 2025

Date Issued

Colin Elsby

Member, Landlord and Tenant Board

February 17, 2026

Date Amended

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 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 January 14, 2026

Rent Owing To January 14, 2026	\$10,121.90
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,307.90

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2026

Rent Owing To February 14, 2026	\$12,021.90
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,207.90

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

Rent Owing To Hearing Date	\$6,946.60
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,000.00
Less the amount of the interest on the last month's rent deposit	- \$202.40
Total amount owing to the Landlord	\$3,930.20
Plus daily compensation owing for each day of occupation starting November 25, 2025	\$62.47 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	