



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-098578-25

In the matter of: 618, 45 WYNFORD HEIGHTS CRES
NORTH YORK ON M3C1L2

Between: Wynford South Landlord

And

Rebecca Jean Pitzchel Tenant
John Ron Thomas

Wynford South (the 'Landlord') applied for an order to terminate the tenancy and evict Rebecca Jean Pitzchel and John Ron Thomas (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 12, 2026.

The Landlord's legal representative Nicole Ruby and the Tenant John Ron Thomas attended the hearing.

Preliminary Issue:

1. Mr. Thomas, one of the named Tenants, requested that the other Tenant, Rebecca Jean Pitzchel, be removed from the application on the basis that they no longer reside in the rental unit.
2. The Board must determine whether all both individuals named as Tenants remain in possession of the rental unit.
3. The leading authority on the meaning of "possession" in subsection 87(1) of the *Residential Tenancies Act* is *1162994 Ontario Inc. v. Bakker, Crane, Klemos & Holmes*, [2004] O.J. No. 2565 (Ont. C.A.). In *Bakker*, the landlord sought arrears of rent and termination of the tenancy against all four tenants who had signed the lease. By the time of the application, three tenants had moved out, and only one remained in the unit. The Tribunal ordered only the remaining tenant to pay the arrears.

4. The Court of Appeal held that, for the purpose of subsection 87(1), a tenant is “in possession” if there exists a sufficient connection between the tenant and the rental unit. The Court stated that “possession of a rental unit refers to some form of control over that unit as demonstrated by factors such as access to, use of, or occupation of the rental unit.”
5. Based on the evidence presented at the hearing, I am not satisfied that Ms. Pitzchel is no longer in possession of the rental unit. She did not attend the hearing to provide evidence regarding her alleged departure from the unit. I draw an adverse inference from her absence. The only evidence before the Board was Mr. Thomas’ oral testimony, which confirmed that Ms. Pitzchel is the mother of his daughter. I find that there is still a sufficient connection to the rental unit, especially given that the Landlord was unable to cross-examine Ms. Pitchzel regarding her ability to re-enter the unit or whether she still maintains some personal possessions inside.
6. Accordingly, I find that all both Tenants remain in possession of the rental unit and are jointly liable for any outstanding rent arrears.

Determinations:

7. 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.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$1,952.90. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$64.20. This amount is calculated as follows: $\$1,952.90 \times 12$, divided by 365 days.
11. The Tenant has paid \$800.00 to the Landlord since the application was filed.
12. The rent arrears owing to February 28, 2026 are \$18,845.43. This amount was not in dispute.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. There is no last month's rent deposit.

Relief from eviction

15. The Tenant testified that he wasn’t working for a few months in 2024, which contributed to him falling into arrears. The Tenant proposes a payment plan of \$500.00 per month plus his monthly rent on time.

16. The Tenant earns \$3,000.00 per month. His monthly rent is \$1,912.74 and he pays child support of \$614.00 monthly.
17. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant proposed a payment plan of \$500.00 per month however adding this amount to his basic expenses of rent and child support would surpass his monthly income. This does not even account for other basic necessities such as food. Based on this, I find that the payment plan is not realistic and this tenancy is not viable.

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:**
 - \$19,031.43 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$20,984.33 if the payment is made on or before March 2, 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 March 2, 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 March 2, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$17,848.93. 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 \$64.20 per day for the use of the unit starting February 13, 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 March 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 3, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 2, 2026, then starting March 3, 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 3, 2026.

February 19, 2026
Date Issued

Brett Lockwood
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 3, 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	\$19,645.43
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$800.00
Total the Tenant must pay to continue the tenancy	\$19,031.43

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 2, 2026

Rent Owing To March 31, 2026	\$21,598.33
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$800.00
Total the Tenant must pay to continue the tenancy	\$20,984.33

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

Rent Owing To Hearing Date	\$18,462.93
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$800.00
Total amount owing to the Landlord	\$17,848.93
Plus daily compensation owing for each day of occupation starting February 13, 2026	\$64.20 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	