



Order under Section 69 Residential Tenancies Act, 2006

Citation: King Management Group Inc. v Clause, 2026 ONLTB 15720

Date: 2026-02-19

File Number: LTB-L-102188-25

In the matter of: Unit B (Basement Unit), 46 LINDEN AVE
BRANTFORD ON N3S7E5

Between: King Management Group Inc.

Landlord

And

Floyd Jason Clause
Luisa Melo

Tenants

King Management Group Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Floyd Jason Clause and Luisa Melo (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 11, 2026.

The Tenants attended the hearing. The Landlord was represented at the hearing by Glenn Gosling.

Determinations:

1. The Landlord served the Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,900.00. It is due on the 1st 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 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 \$18,421.00.

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.

Relief from Eviction

9. The Tenants do dispute the amount of rent arrears. The issue before the Board is whether it is appropriate to grant relief from eviction pursuant to s.83 of the *Residential Tenancies Act 2006*, (the 'Act').
10. The Tenants requested relief from eviction and indicated they wished to remain in the rental unit. The Tenants proposed to pay \$700.00 per month toward the arrears in addition to the ongoing rent.
11. FC testified that he is employed full-time and earns approximately \$4,500.00 per month net income.
12. LM is currently receiving Employment Insurance benefits estimated at approximately \$600.00 to \$800.00 per month. The household also receives approximately \$400.00 per month in Canada Child Benefit for their two children.
13. The Tenants testified that they are experiencing significant financial hardship. FC described approximately \$25,000.00 or more in unsecured debt, including credit card and payday loan debt, as well as approximately \$30,000.00 owing following the repossession of a vehicle. He testified that a previous debt consolidation plan was unsuccessful.
14. The Tenants requested relief from eviction and indicated they wished to remain in the unit. FC testified that he is employed full-time and earns approximately \$4,500.00 per month net income.
15. The Landlord's representative submitted that prior payment arrangements have not been successful and that the arrears have continued to increase. The Landlord seeks to end the tenancy to prevent further financial prejudice.

Analysis

16. 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."

17. While eviction is a remedy is a remedy of last resort, in this case, I find the tenancy is no longer viable.
18. The arrears are substantial. At a proposed repayment rate of \$700.00 per month, it would take approximately 25 months to repay the existing arrears. I do not find that to be a reasonable period of time.

19. Further, the Tenants are carrying significant unsecured debt, have previously been unable to comply with repayment arrangements, and are experiencing ongoing financial instability.
20. Although I accept that the Tenants are making efforts to address their financial difficulties and that two minor children reside in the rental unit, the Landlord has not received full rent for a significant period of time. Continued delay would result in further prejudice to the Landlord.
21. Having considered the Tenants' income, expenses, debt obligations, the amount of arrears, the proposed repayment plan, and the prejudice to the Landlord, I am not satisfied that it would be unfair to grant the Landlord's application for eviction.
22. However, I find a slight delay in eviction to be appropriate. This will give the Tenants additional time to secure new living arrangements that is within their financial means.
23. I have considered all of the disclosed circumstances 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 tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
 2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$18,607.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$20,507.00 if the payment is made on or before March 31, 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 have 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 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 31, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$17,394.17. 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 \$62.47 per day for the use of the unit starting February 12, 2026 until the date the Tenant moves out of the unit.

7. If the Tenants do 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.
8. 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.
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 April 1, 2026.

February 19, 2026
Date Issued

Bryan Delorenzi
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 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	\$18,421.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$18,607.00

B. Amount the Tenants 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	\$20,321.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$20,507.00

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

Rent Owing To Hearing Date	\$17,208.17
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$17,394.17
Plus daily compensation owing for each day of occupation starting February 12, 2026	\$62.47 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	