



Order under Section 69 Residential Tenancies Act, 2006

Citation: LE v TUSHAWN PRIMO, 2026 ONLTB 16236

Date: 2026-02-24

File Number: LTB-L-104003-25

In the matter of: BASEMENT, 1565 PORTSMOUTH PL
MISSISSAUGA ON L5M7W1

Between: WENDY UYEN LE Landlord

And

AARON O'NEIL TUSHAWN PRIMO Tenants
SEVERENA AMY STORKSON

WENDY UYEN LE (the 'Landlord') applied for an order to terminate the tenancy and evict AARON O'NEIL TUSHAWN PRIMO ('AP') and SEVERENA AMY STORKSON ('SS') (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 17, 2026. The Landlord, Represented by Brenda Rizzo, and the Tenants attended the hearing.

Determinations:

Preliminary Issue:

1. The Tenants raise that they have a T2 application concerning this tenancy pending with the Board. They are unclear as to whether this hearing would also consider the T2 application.
2. The Tenants did not file a s.82 claim with the Board.
3. I explained that the T2 application would be heard at a future date; however, as no claim had been raised pursuant to s.82 of the Residential Tenancies Act ('the Act'), the Tenants' allegations were not before me. However, I also confirmed that the allegations did not include a serious breach of the Landlord's obligations pursuant to s. 83 of the Act as of the date of the hearing. There was no evidence before me to suggest that the allegations would meet the test necessary to mandatorily refuse eviction.

Landlord's L1 Application

4. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
5. As of the hearing date, the Tenants were still in possession of the rental unit.
6. The lawful rent is \$1,800.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$59.18. This amount is calculated as follows: $\$1,800.00 \times 12$, divided by 365 days.
8. The Tenants have not made any payments since the application was filed.
9. The rent arrears owing to February 17, 2026, are \$9,000.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.
12. 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. The Landlord seeks a standard order, that is, an order which can be enforced 11 days after its issuance, because the Tenants have made only one payment of \$900.00 in five months. The Landlord also submits that the Tenants have had income but chose to use that money on other things. Further, the Landlord owns only this one rental property and relies on the rent to address mortgage and property tax payments.
13. The tenancy began in 2022. SS and AP share the rental unit with their young child. SS states that she had a disability which necessitated a career change. She has gone back to school and is now just one week away from finishing her placement and graduating. Because of her return to school, and despite receiving a student loan, it has been difficult to manage on just her partner's income.
14. Although AP has been steadily employed, it has not been sufficient to keep afloat financially. However, as SS is almost done school, she has begun to apply for jobs. She is confident that once she can work again, the Tenants will be able to manage financially. The Tenants propose a repayment plan of \$500.00 monthly.
15. During cross-examination, the Tenants admitted to withholding rent in-part due to the issues alleged in the Tenants' T2 application. However, they state they have only got about \$1,400.00 of the money that would have been allotted to rent.
16. At the hearing, I conducted a close examination of the Tenants' monthly income and expenses. Based on this discussion, I am not satisfied that the Tenants can pay the monthly rent while also paying off the outstanding arrears within a reasonable amount of

time. The proposed repayment plan would not leave the Tenants with any disposable income should any kind of emergency take place.

17. Further, I agree with the Landlord's submissions that the Tenants chose to use the funds they did have for other expenses. Although they may have had what they believed to be good reasons to do so, the Act is clear that rent must be paid. The Tenants were not permitted to unilaterally withhold the rent.
18. Given all of the above, I am not persuaded that the tenancy is tenable. However, the Tenants have a young child, and I am persuaded that a short delay to March 31, 2026, gives the Tenants the best opportunity to find alternate accommodations.
19. This order contains all of the reasons within it. No further reasons shall issue.

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:**
 - \$10,986.00 if the payment is made on or before March 17, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$12,786.00 if the payment is made on or before March 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 March 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 March 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,186.00. 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 \$59.18 per day for the use of the unit starting February 18, 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 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 24, 2026
Date Issued

Jane Dean
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 March 17, 2026

Rent Owing To March 17, 2026	\$10,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,986.00

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 April 17, 2026	\$12,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,786.00

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

Rent Owing To Hearing Date	\$9,000.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$9,186.00
Plus daily compensation owing for each day of occupation starting February 18, 2026	\$59.18 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	