



Order under Section 69 Residential Tenancies Act, 2006

Citation: Skyline Real Estate Holdings Inc., C/O Skyline Living v Battocchio, 2026 ONLTB 16442

Date: 2026-02-23

File Number: LTB-L-104671-25

In the matter of: Unit 217, 26 TERRY FOX PL
SAULT STE. MARIE ON P6A6M9

Between: Skyline Real Estate Holdings Inc., C/O Skyline Living Landlord

And

Gavin Battocchio Tenant

Skyline Real Estate Holdings Inc., C/O Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Gavin Battocchio (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 18, 2026.

The Landlord's representative Patricija Anjo and the Tenant attended the hearing.

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 \$1,689.15. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$55.53. This amount is calculated as follows: \$1,689.15 x 12, divided by 365 days.
5. The Tenant has paid \$1,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$5,757.06. The Tenant did not dispute the amount of arrears.

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 \$1,689.15 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 \$16.62 is owing to the Tenant for the period from September 1, 2025 to February 18, 2026.
10. 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.
11. The Tenant has lived in the rental unit since August of 2024. He lives there with his partner and his young child who he cares for 50% of the time.
12. The Tenant testified that his financial circumstances have been poor in the past 8 months since he lost his job. He acknowledges he hasn't been looking for employment recently and could have looked harder previously. He now intends to do more than look online for jobs. However, the Tenant has no employment pending.
13. The Tenant submits he has Child Tax Benefit owing to him and hopes to receive that in the next 2-3 months. He produced to document in support of that claim and could not provide specific dates or details. There is no guarantee he will be granted these funds.
14. Based on the financial information provided by the Tenant the household income is insufficient to cover their expenses and they run a deficit each month. The Tenant agrees that they have significant discretionary expenses that take up a large part of their income. Although aware that those expenses could be reduced, nothing has been done to do so prior to the hearing. I am not persuaded the Tenant will take those steps after the hearing, especially given the largest expense – the car, is not his to dispense with.
15. The Tenant requests a 60-day voidable order to give him time to gather funds to pay arrears. He expressed that he is currently on house arrest which limits his activity outside the home, but he agreed he was permitted to work, and so the court condition did not stop him for being gainfully employed. He agrees that he cannot pay the rent in March.
16. The Landlord submits that they are seeking a standard voidable order, but would agree to extend termination to March 31, 2026 based on the presence of the child in the home. I agree with the Landlord that the tenancy is not viable with no firm payment plan or ability to pay. Accordingly I find it would not be unfair to the Landlord to postpone termination to March 31, 2026.

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:**

- \$5,943.06 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$7,632.21 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 \$3,547.68. 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 \$55.53 per day for the use of the unit starting February 19, 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 23, 2026
Date Issued

Julie Broderick
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	\$6,757.06
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
Total the Tenant must pay to continue the tenancy	\$5,943.06

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	\$8,446.21
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
Total the Tenant must pay to continue the tenancy	\$7,632.21

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

Rent Owing To Hearing Date	\$6,067.45
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
Less the amount of the last month's rent deposit	- \$1,689.15
Less the amount of the interest on the last month's rent deposit	- \$16.62
Total amount owing to the Landlord	\$3,547.68
Plus daily compensation owing for each day of occupation starting February 19, 2026	\$55.53 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	