



Order under Section 69 Residential Tenancies Act, 2006

Citation: Almonte Gas and Grocery Corp v Larocque, 2026 ONLTB 13402

Date: 2026-02-26

File Number: LTB-L-101008-25

In the matter of: 400 ALMONTE ST
ALMONTE ON K0A1A0

Between: Almonte Gas and Grocery Corp

Landlord

And

Joel Larocque
Martin Lacroix

Tenants

Almonte Gas and Grocery Corp (the 'Landlord') applied for an order to terminate the tenancy and evict Joel Larocque and Martin Lacroix (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on February 5, 2026.

The Landlord's Representative, Jimmy Gangadin, the Landlord's Agent, Stephanie Peng, and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day 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 \$1,276.15. It is due on the 1st day of each month.
4. The Landlord's Representative provided a ledger indicating that rent for February 2025 through October 2025 was owing and only the cash payments received were on June 6, 2025, in the amount of \$2,000.00 and August 8, 2025, in the amount of \$1,900.00. Therefore, the amount owing to the end of October 2025 was \$7,585.35. The Landlord's Representative provided no rent payments were made since the ledger was prepared and therefore the arrears owing to February 28, 2026, are \$12,689.95.

5. The Tenants disputed the amount of arrears owing and claimed that they had made two cash payments not accounted for on the Landlord's ledger. The Tenants testified that they made a cash payment totaling \$6,956.00 on March 14, 2025, to the Landlord's ESSO attendant. The Tenants testified that the rental unit is beside an ESSO station owned by the Landlord, and they were directed by the Landlord's Agent, Stephanie Peng ("SP") to make a payment to the attendant on duty at the ESSO station and the Tenants did so. The Tenants testified that they were not provided a receipt despite multiple requests for a receipt, but they gave \$6,956.00 in cash to the ESSO attendant. The Tenants testified that they called SP, and she acknowledged receiving the money.
6. The Tenants also testified that they paid the Landlord \$2,000.00 cash on May 7, 2025. Again, however the Tenants testified that the Landlord did not provide a receipt for the payment despite multiple requests.
7. The Landlord has presented documentary evidence with respect to the arrears that are claimed, so the onus shifts to the Tenants to provide evidence of payments that they claim to have made which are not reflected in the Landlord's accounting. The Tenants have not established, on a balance of probabilities, that they made any payments other than those acknowledged by the Landlord. The Tenants did not provide any bank statements to support that cash withdrawals were made at or around the time of the March 14, 2025, or May 7, 2025, payments. The Tenants were able to provide bank statements which showed e-transfers from November 2024 and dates prior to that but nothing from the two disputed cash payment dates. Accordingly, I am not satisfied that the Tenants made these payments.
8. Therefore, I find that the rent arrears owing to February 28, 2026, are \$12,689.95.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. Accordingly, the total amount the Tenants owe the Landlord is \$12,875.95.

Relief from eviction

11. The Tenants alleged that eviction should be denied as the Landlord was currently in breach of their obligation under the *Residential Tenancies Act*, 2006 (the 'Act').
12. Section 83(3)(a) of the Act contemplates a serious breach, which is ongoing at the time of the hearing. Here, the Tenants testified that there was no window in the kitchen, instead there is a piece of plexiglass covering the window. The Tenants testified that the locks do not function properly, they stick, and the Tenants have to use something to keep the locks and door closed. The Tenants also claimed that there is an ongoing mold problem in the rental unit but provided no testing to confirm that there is in fact mold in the rental unit.
13. The Tenants also complained about ongoing rodent problems in the rental unit including that a rodent chewed through the wiring for the washing machine. The Tenants testified they took pictures of this but also testified that they had not sent this to the Landlord as of yet. The Tenants testified that they told the Landlord of the rodent issue three years

ago and ongoing but were not specific of more recent times the Landlord was informed of the ongoing issue.

14. The Tenants testified that they continue to inform the Landlord of their issues but are being ignored by the Landlord and have made a complaint to the City Bylaw but have not filed a separate Tenant application with the Board.
15. The Landlord's Representative provided that the Landlord was given a work order by the City to replace the window in the kitchen with a glass window and to replace the weather stripping around the doors which the Landlord has done.
16. As it relates to a serious breach of the Landlord's obligations under section 83(3)(a), I am not satisfied that the Tenants have established there is a serious ongoing breach as of the date of the hearing. The Tenants evidence regarding their concerns was either historical, they were unable to provide evidence rising to the level of a serious breach, or they were unable to satisfy me that they had notified the Landlord of the issue. However, I am making no determinations on whether the Landlord has breached their obligations under the Act, just that it does not rise to the level of seriousness as contemplated by section 83(3)(a).
17. The Tenants testified that they have been living in the rental unit for 12 years. They testified that they are both currently not working but would need approximately 6 months to repay the arrears if it was determined that the full \$12,689.95 was owed.
18. The Landlord's Representative was only open to allowing the Tenants until the end of February 2026 to repay the arrears or to secure new housing.
19. However, the Act, like all legislation in the Province of Ontario, is remedial. In *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) ("*Matthews*"), the Court of Appeal for Ontario ruled, at paragraph 22: "Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its objectives." At paragraph 32, the Court of Appeal concluded: "The purpose of the legislation is to provide protection to tenants."
20. The Court of Appeal for Ontario's reasons in *Matthews* is consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of Act is to promote security of tenure.
21. I therefore find that terminating a tenancy and evicting a tenant from a rental unit is a remedy of last resort.
22. Here, the Tenants provided evidence of their willingness to pay both the ongoing rent and the arrears. Based on that and the long-term nature of the tenancy, I therefore find that it is not unfair to issue a conditional order that reflects a payment plan that would provide the Tenants 6 months to repay the arrears as they indicated they would require at the hearing.
23. As such, 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The Tenants shall pay to the Landlord \$12,875.95 for arrears of rent up to February 28, 2026, inclusive of costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Date	Payment Amount
March 15, 2026	\$2,146.00
April 15, 2026	\$2,146.00
May 15, 2026	\$2,146.00
June 15, 2026	\$2,146.00
July 15, 2026	\$2,146.00
August 15, 2026	\$2,145.95

3. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period March 1, 2026, to August 1, 2026, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants fail to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after February 28, 2026.

February 26, 2026
Date Issued

 Nicole Pedron
 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.