



Order under Section 21.2 of the Statutory Powers Procedure Act and Section 69 of the Residential Tenancies Act, 2006

File Number: LTB-L-077983-25-RV-HR2

In the matter of: 8, 61 HALL STREET
OSHAWA, ON L1H2Y8

Between: Rockview Properties Landlord

and

Andre Rudolph Betton Tenant

REVIEW ORDER AND *DE NOVO* HEARING ORDER – ON CONSENT

Rockview Properties (the 'Landlord') applied in a L1 application seeking an order to terminate the tenancy and evict Andre Rudolph Betton (the 'Tenant') because the Landlord claimed that the Tenant did not pay the rent that the Tenant owes.

The L1 application was heard by videoconference on December 4, 2025, which only the Landlord's side attended. The application was resolved by order LTB-L-077983-25 issued on January 6, 2026, which was a voidable eviction order effective January 17, 2026 (the 'L1 Order').

On January 12, 2026, the Tenant requested a review and stay of the L1 Order, claiming they were not reasonably able to participate in the L1 proceeding.

Review interim order LTB-L-0779830-25-RV-IN was issued on January 13, 2026, staying the L1 Order and directing the request to a review hearing.

The review hearing was heard by videoconference on February 2, 2026. The Tenant attended and spoke to tenant duty counsel before the review hearing started. The Landlord's legal representative Elizaveta Povargo (paralegal) also attended.

At the hearing the parties agreed:

1. The Tenant's request for review is granted on consent.
2. The parties request a *de novo* (new) order, which is a voidable extended eviction order, to resolve the L1 application.
3. 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 by the date the L1 application was filed.

4. As of the review hearing date, the Tenant is still in possession of the rental unit.
5. The lawful monthly rent is \$1,423.47. It is due on the first (1st) day of each month.
6. Based on the monthly rent, the daily rent/compensation rate is \$46.80. This amount is calculated as follows: (\$1,423.47 x 12 months) divided by 365 days.
7. The Tenant paid \$5,743.00 since the L1 application was filed.
8. The rent arrears owing currently owing to February 28, 2026 is \$5,645.23.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a last month's rent deposit of \$1,350.00 on May 1, 2025, which is still being held. The deposit can only be applied towards the last month of the tenancy if the tenancy is terminated.
11. No interest has been paid on the deposit. If the tenancy is terminated, interest is owing from the date of collection to the termination date provided in the N4 Notice.

On consent of the parties, it is ordered that:

12. The L1 order LTB-L-077983-25 and interim order LTB-L-077983-25-RV-IN are cancelled, and are replaced with this order on consent.
13. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

PAY AND STAY OPTIONS

14. **The Landlord agrees to extend or postpone the eviction date / voiding period until the end of March, 2026. Therefore, the Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- **\$5,831.23*** if the payment is made on or before February 28, 2026 (see Schedule 1 Section A for how this amount was calculated);

OR

- **\$7,254.70**** if the payment is made after February 28, 2026 but by March 31, 2026 (see Schedule 1 Section B for how this amount was calculated).

15. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant 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.

PAY AND GO OPTION

16. 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 (the extended termination date agreed upon by the parties).
17. If the Tenant does not void the order, the Tenant shall pay to the Landlord **\$5,894.71***** (see Schedule 1 Section C for how this amount was calculated).
18. The Tenant shall also pay the Landlord compensation of **\$46.80 per day** for the use of the unit **starting April 1, 2026** until the date the Tenant actually moves out of the rental unit or gets evicted by Sheriff enforcement.
19. If the Tenant does not pay the Landlord the full amount owing of \$5,894.71 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.
20. 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.
21. 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.

March 3, 2026
Date Issued

Michelle Tan

Vice Chair, 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

PAY-AND-STAY OPTIONS

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 from the filing of the L1 application to the review hearing date (up to February 28, 2026)	\$11,388.23
Application Filing Fee	\$186.00
Less any amount the Tenant paid to the Landlord since the application was filed	- \$5,743.00
Total the Tenant must pay to continue the tenancy	\$5,831.23*

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made after February 28, 2026 but by March 31, 2026:

Rent owing from the filing of the L1 application to the extended voidable termination date (March 31, 2026)	\$12,811.70
Application Filing Fee	\$186.00
Less any amount the Tenant paid to the Landlord since the application was filed	- \$5,743.00
Total the Tenant must pay to continue the tenancy	\$7,254.70**

PAY AND GO OPTION:

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

Rent owing up to the extended termination date (March 31, 2026)	\$12,811.70
Application Filing Fee	\$186.00
Less any amount the Tenant paid to the Landlord since the application was filed	- \$5,743.00
Less the amount of the last month's rent deposit	- \$1,350.00
Less the amount of the interest owing on the last month's rent deposit (from May 1, 2025 to August 17, 2025)	- \$9.99
Total amount owing to the Landlord as of the hearing date	\$5,894.71***
Plus daily compensation owing for each day of occupation starting April 1, 2026 until the Tenant vacates	\$46.80 (per day)