



Order under Section 100 Residential Tenancies Act, 2006

Citation: Brighton Shores Summer Estates Ltd v Peeling, 2026 ONLTB 15713

Date: 2026-03-05

File Number: LTB-L-020458-25

In the matter of: 25, 116 Cedardale Road
Carrying Place ON K0K1L0

Between: Brighton Shores Summer Estates Ltd Landlord

And

Victoria Peeling Tenant

And

Dennis Baldock Unauthorized Occupants
Helen Dyson

Brighton Shores Summer Estates Ltd (the 'Landlord') applied for an order to terminate the tenancy of Victoria Peeling (the 'Tenant') and evict Dennis Baldock (the 'Unauthorized Occupant') because the Tenant transferred occupancy of the rental unit to the Unauthorized Occupant without the Landlord's consent.

The Landlord also applied for compensation by the Unauthorized Occupant for the use of the rental unit.

This application was heard by videoconference on September 2, 2025 and February 5, 2026.

The Landlord's agent Dave Dingle, the Landlord's Legal Representative Kevin Kok, the Tenant, the Unauthorized Occupant Dennis Baldock and the Tenant's and Occupants' Legal Representative Barrett Beaudoin attended the hearing. Jordan Johnston attended as a witness for the Landlord and Helen Dyson attended as an Unauthorized Occupant.

Determinations:

1. For the reasons below, I find that the Tenant transferred the occupancy of the rental unit to the Occupants in a manner that was not authorized by the *Residential Tenancies Act, 2006* (the 'Act').

Identity of the Unauthorized Occupants

2. This application relates to a mobile home site in a mobile home park operated by the Landlord. The Landlord seeks to terminate the tenancy and evict the occupants.
3. In July 2024, the Tenant sold her mobile home to purchasers D.B and H.D. The chattel is located at Site #25 in the park. The Tenant rents the site from the Landlord.

4. D.B. and H.D. also own a mobile home situated on Site #43 of the park, which they bought in April 2014. They pay rent to the Landlord for use of the site.
5. On May 13, 2024, H.D. emailed the Landlord's agent J.J. to advise of the pending sale. J.J. asked H.D. who would be on title and to confirm the closing date. H.D. replied, "The purchase will be in Dennis' name only" and confirmed the closing date of June 30th, 2024. Although no evidence of communication between the parties about an assignment of the leased site to the purchaser was led at the hearing, plainly the parties discussed it.
6. On May 14, 2024, J.J. emailed H.D. and D.B., directing the body of the email to D.B. and attaching a "Client Information" form. J.J. also provided a link for D.B. to create a SingleKey account¹ so that the Landlord could verify his identity and complete a credit and reference check as part of the assignment process.
7. On May 17, 2024, H.D. informed J.J. that she and D.B. had decided that they would jointly own the mobile home "for clarification purposes". No further explanation was provided and so it is unclear whether H.D. was also intending to be an assignee.
8. What is evident is that neither D.B. nor H.D. completed the Landlord's required assignment process. The Landlord therefore chose to decline to consent to an assignment.
9. On June 5, 2024, the Landlord asked the LTB in application LTB-L-047409-24 to decide whether their refusal was reasonable. On February 14, 2025, the Board declared the grounds for the refusal were reasonable.
10. The Landlord's Legal Representative K.K. submits that the Landlord knew that D.B. and H.D. were married, as they co-owned and had been residing at the mobile home situated at Site #43. However, at the time that they purchased the Tenant's mobile home, the Landlord understood that they had separated, hence the reason for D.B. initially wanting to buy the Tenant's dwelling for himself and to rent Unit/Site #25.
11. The Tenant's and Unauthorized Occupant's Legal Representative ("T/OLR") B.B. asks that H.D. be named as a respondent party. He states that while H.D.'s primary residence is at Site #43 and D.B.'s primary residence is at Site #25, H.D. frequently "comes and goes as she pleases" to D.B.'s home and she also keeps belongings there. Therefore, the Board should find she is an occupant of Unit/Site #25 for the purposes of this application.
12. He argues that, if she is not found to be an occupant, and if the application is not amended to include her as a respondent, it would be procedurally unfair to evict one of the owners of the chattel without giving proper notice to the other owner.
13. K.K. questions whether H.D. is an occupant as envisaged by the Act. The Landlord's evidence is that J.J. observed someone moving into the mobile home at Unit/Site #25 on June 30, 2024, whom she determined to be D.B. and that only D.B. has been paying the rent for the site since.
14. K.K. suggests that if H.D. and D.B. have reconciled, one would expect them to have no need to reside in two principal residences. He points out that the Board will consider whether the person actually resides at the leased site and treats it as their day-to-day

¹SingleKey is property management platform for landlords which includes lease and rent collection tools, and which provides for tenant screening through a credit reporting agency.

residence. In these circumstances, he submits, the evidence shows that D.B. is the occupant and H.D. is merely D.B.'s visitor.

15. He also asserts that, in an application to evict the tenant and "the person to whom occupancy of the rental unit was transferred" under section 100 of the Act, the Act does not require the landlord to list each occupant by name. An LTB order permits the Sheriff to give "vacant possession" to the landlord, meaning all occupants who do not have a tenancy agreement with the landlord, and who are benefitting from an unlawful transfer of the rental unit will be evicted, even if their identities are unknown.
16. K.K. also submits that the Act governs the site tenancy, not the ownership of the chattel situated on the rented site, and that the Act does not require all owners of a mobile home to be listed as tenants on a lease agreement. If the owner who is the tenant is evicted, the Act provides a process to have the chattel removed, with notice to both owners.
17. While he is correct, tenants are not prohibited under the Act from renting two homes. For example, a tenant may rent both an urban apartment and a rural cottage.
18. What matters to the Board with this kind of application is whether there is at least one unauthorized individual occupying the leased site.
19. A person occupying the rental unit at the invitation of the tenant, while the tenant resides there, is an authorized occupant. If the tenant vacates, a person occupying the rental unit without a valid tenancy is by definition an unauthorized occupant.
20. I note that in the Landlord's earlier application about the reasonableness of its consent to the assignment, the Landlord did not name D.B. and H.D. as joint "Occupants" or "Potential Assignees". It is also uncertain in the order who the Member was referring to as the "potential assignee" – whether D.B. alone, or D.B. and H.D. together. When the Landlord filed this application, it named D.B. as the sole unauthorized occupant.
21. Both H.D. and D.B. were present at this hearing and represented by B.B.
22. On balance, I find that D.B. and H.D. were the designated potential assignees when the Tenant requested the assignment. However, I am not convinced one way or the other that H.D. resides at the unit, that she was truly intending on becoming a joint tenant residing with D.B. at the site or, alternatively, that she is simply D.B.'s regular guest.
23. To the extent that H.D. may be an occupant, and absent strong opposition from the Landlord, I find it appropriate to amend the application to include H.D. as a respondent "Unauthorized Occupant". Throughout this order, D.B. and H.D. shall be jointly referred to as "the Occupant" and the 'Unauthorized Occupant'.

Issues

24. The Board must determine the following:
 - (1) Did the Tenant assign the leased site to the Occupant with the consent of the Landlord?
 - (2) If the Tenant did not obtain the Landlord's consent, did the Tenant transfer occupancy of the site in a manner other than by an assignment consented to by the Landlord, with the result that the Occupant an unauthorized occupant?

- (3) Did the Landlord file this application within 60 days of discovering an unauthorized occupancy as required by subsection 100(2) of the *Residential Tenancies Act, 2006*?
 - (4) If the application is successful, should relief from eviction be granted pursuant to section 83 of the Act?
25. The Tenant and Occupant submit that the assignment of Unit/Site #25 is deemed to be with the consent of the Landlord pursuant to subsection 104(4) of the Act. They emphasize that the Landlord and Occupant did not enter into a tenancy agreement upon the Tenant vacating and assert that the Landlord neglected to apply to the Board for an eviction order within 60 days of discovering the Occupant residing at the site.

Analysis

26. This is the Landlord's application under section 100 of the Act. The Landlord seeks to formally terminate the tenancy and to have the Sheriff to enforce an eviction.
27. Subsection 100(1) of the Act states:
- If a tenant transfers the occupancy of a rental unit to a person in a manner other than by an assignment authorized under section 95 or a subletting authorized under section 97, the landlord may apply to the Board for an order terminating the tenancy and evicting the tenant and the person to whom occupancy of the rental unit was transferred.
28. With respect to the first and second parts of the test, it goes without saying that the vendor Tenant expected to hand over possession of the mobile home and Unit/Site #25 to the Occupant upon the sale closing. This reflects an intended transfer of occupancy.
29. The Tenant made a request to the Landlord to assign Unit/Site #25 after J.J. notified her that an assignment with consent was required. The Tenant vacated her mobile home and the site before the sale closed in July 2024. She did not wait for the Landlord's authorization before letting the Occupant take possession of the site nor did she prevent or seem to dissuade the Occupant from prematurely occupying the site.
30. The result was that she transferred occupancy to the Occupant in a manner that was not authorized by the Act. The Occupant became an unauthorized occupant. The Occupant continues to be in possession of the home and of Unit/Site #25 as of the hearing date.
31. On that basis, the Landlord was entitled to apply to the LTB for an order terminating the tenancy and for eviction.

Did the Landlord file this application within the required 60 days?

32. The T/OLR B.B. submits that the Landlord failed to file this application within the mandatory 60-day timeframe set out in the Act.
33. He asserts that the Occupant has met the test under subsection 104(4) of the Act for a deemed assignment and submits that the Board must confirm that the deemed assignment of Unit/Site #25 is with the consent of the landlord as of July 2024.
34. Subsection 104(4) of the Act states:

“A person’s occupation of a rental unit shall be deemed to be an assignment of the rental unit with the consent of the landlord as of the date the unauthorized occupancy began if,

(a) a tenancy agreement is not entered into under subsection (1) or (2) within the period set out in subsection (3);

(b) the landlord does not apply to the Board under section 100 for an order evicting the person within 60 days of the landlord discovering the unauthorized occupancy; ...”

35. The Tenant and Occupant claim that the Landlord knew at least as of July 2024 that the Occupant was occupying the rented site. B.B.’s position is that the clock started ticking to count down the 60 days in mid-July 2024, meaning that the Landlord should have filed this eviction application on or before mid-September 2024. He asserts that the Landlord is out of time, having only filed this application in March 2025, which was 6 months after the 60-day period had expired.

36. The parties agree that the Landlord and Occupant never entered into a separate or new tenancy agreement after the Occupant began occupying Unit/Site #25.

37. B.B. argues that, based on the above and by operation of the law, the Occupant is deemed the tenant.

38. There is a fundamental problem with that reasoning. As Vice-Chair R. Carey concluded in TEL-59325-15-RV (Re), [2016 CanLII 38382 \(ON LTB\)](#), at para. 40:

“... as soon as a tenant asks for consent to transfer the land lease to a *bona fide* purchaser of the mobile home the question of whether or not the transfer was unauthorised or not is essentially put into abeyance because any refusal of consent by the landlord must be authorised by the Board in an application made pursuant to s. 159.” [emphasis added]

39. The Landlord filed application LTB-L-047409-24 for an LTB determination that its refusal to consent was reasonable on June 5, 2024. The LTB decision was issued on February 14, 2025.

40. If the Board found the grounds for the refusal reasonable, the Landlord was entitled at that time to assess whether the Occupant was an unauthorized occupant under section 100 of the Act and to file a corresponding eviction application with the Board.

41. Given that the Landlord could not in these circumstances refuse consent until February 14, 2025, it follows that the Landlord could not have claimed an unauthorized occupancy until that date.

42. The Landlord filed this application on March 4, 2025, which was within the mandatory 60-day period ending on April 14, 2025. Therefore, subsection 104(4) of the Act is not engaged.

The Tenant’s request for an order permitting the Tenant to submit a new assignment request

43. B.B. asserts that the Occupant is now willing to submit to credit and background checks which will support a new assignment request. He contends that it is within the power of the Board to require the Landlord to accept and consider this subsequent request.

44. He stresses that the Act is meant to augment the rights of tenants who own an expensive chattel situated on a rented site, to prevent the tenant from being unjustly deprived of the chattel's use.
45. B.B. refers to the decision in *Moss v. Wilson* (unreported) ("*Moss*")² for the principle that the Board has the jurisdiction to make such order.
46. In *Moss*, the Ontario Rental Housing Tribunal heard three applications, of which EAL-34116 may be pertinent. In that case, the landlords asked for an order evicting an unauthorized occupant.
47. The tenants owned a house situated on a land lease site. They sold their house and transferred occupancy of the site and the chattel to the purchaser without asking the landlords to assign the tenancy. The purchaser began to occupy the house and lot.
48. Upon discovering that the tenants had allowed the purchaser to occupy the leased site without their consent, the landlords concluded the purchaser was trespassing and so filed an eviction application.
49. The Tribunal considered the dispute under the *Tenant Protection Act*, 1997 (the 'TPA')³. Section 81 of the TPA was specifically drafted to address disputes relating to continued post-tenancy occupancy upon the tenant moving out.
50. The presiding Member agreed that the landlords had filed the application within the statutory time frame of 60 days after discovering the transfer of occupancy. However, the tenants asserted that they did not have the chance to make an assignment request and asked for that opportunity. The landlords responded that the TPA did not permit the tenants to make an assignment request post-occupancy.
51. In reviewing the applicable legal framework, the Tribunal pointed to Jack Fleming's *Residential Tenancies in Ontario* (1998, Butterworths), in which Fleming stated at page 57:

"The structure of the [Tenant Protection Act] suggests that consent is to be obtained in advance. The language suggests this, and the consequences of proceeding without consent are spelled out. If there is a sublet or assignment without consent, the occupant will be a trespasser, although a late request will have no practical effect if the landlord then consents." [emphasis added]
52. The Tribunal was satisfied that the Act could be interpreted to mean that a person can ask to assign a tenancy either before or after occupancy begins because "an occupant may want to clarify an ambiguous right of occupancy".⁴ At para. R, the Tribunal held:

"The strongest inference of the statutory intention in relation to assignment of land lease tenancies is found in the wording of section 108, which gives the benefit of the section to a potential assignee who "...has purchased or has entered into an agreement to purchase the mobile home on the site." This clearly identifies the person as a potential assignee both before and after completion of a sale. This suggests that the person may request assignment after the sale, and that the landlord is obligated to consider the request in

² O.R.H.T., May 23, 2023 (EAL-34116, EAL-34117-SA and EAL-34118, heard May 20, 2023).

³ *Tenant Protection Act*, 1997; now section 100 of the *Residential Tenancies Act*, 2006.

⁴ EAL-34116 et.al., at para. Q.

accordance with section 108 and subsection 17(5). Obviously, the failure to resolve this issue before the sale puts the purchaser at significant financial and legal risk but so be it.” [emphasis added]

53. The Tribunal then issued an order permitting the former tenants to make an assignment request to the landlords by a specific date, failing which the landlords were entitled to an order for eviction. If the landlords refused the request “for bona fide reasons”, they were similarly entitled to an order for eviction.
54. B.B. suggests that the Tribunal’s findings form the legal basis supporting an order permitting this Tenant to make a subsequent request by an identified deadline and directing the Landlord to consider the request.
55. He offers that, if the Landlord refuses to consent to the assignment, the Landlord would still be entitled to apply to the Board for a declaration that their refusal was reasonable.
56. K.K. asks the Board to reject the notion that the Tenant can reapply for an assignment at this late stage. He maintains that it would be highly detrimental to the Landlord for the Board to give the Tenant and Occupant another ‘kick at the can’.

Is an order directing the Tenant to make a second assignment request appropriate?

57. I am unable to find the reasoning in *Moss* sufficiently applicable to these facts to warrant an order giving the Tenant another opportunity to request an assignment.
58. First, I note that the TPA provisions cited in *Moss* and the later amendments made in the *Residential Tenancies Act, 2006* engage the same legislative intent and, with one exception, share identical content.
59. Other than clarifying the wording in section 108, the only difference is that subsection 159(1)(b) was added to the *Residential Tenancies Act, 2006*. That provision states that the landlord may not refuse an assignment unless, on application to the Board, the Board determines that the landlord’s grounds for refusing are reasonable. Section 159 thus provides the legal mechanism to guard against arbitrary or unreasonable refusals.
60. I note that both versions of the Act are silent about time limitations which define when requests to assign a rental unit must be made to a landlord.
61. Second, the initial issue the Tribunal in *Moss* grappled with was whether the tenant was barred from requesting an assignment when the request did not predate the purchaser’s unauthorized occupancy of the site.
62. The Act without doubt allows a tenant of the leased site to ask to assign the site to the purchaser after the purchaser buys the mobile home and the landlord is obligated to consider the request.
63. In my reading of *Moss*, the Tribunal resolved that, based on the facts, it would be unfair to deprive the tenant and the potential assignee of the initial opportunity to request an assignment. Inherent in the Tribunal’s reasoning is that the tenant had not made any request. Additionally, there was a brief delay of two weeks between the date the tenant informed the landlord of the sale and the date the landlord filed the eviction application.
64. *Moss* can be distinguished by the facts. Here, the Tenant is not asking to make a “late”, first request. Unlike the tenant in *Moss*, the evidence before the Board is that the Tenant

requested an assignment of Unit/Site #25 prior to the Occupant purchasing the tenant's mobile home. The Tenant and intended Occupant communicated their intent to cooperate with the assignment obligations but did not complete the process. On that basis, the Board consequently confirmed that the Landlord's denial was reasonable.

Does the principle of fairness compel the Board to give the Tenant an additional opportunity to make an assignment request?

65. B.B. submits that even if *Moss* is not followed, the overriding principle of fairness demands that the Tenant be given a third, fulsome chance to assign the tenancy.
66. According to the Tenant, she made a second assignment request to J.J. on March 10, 2025 by way of emailing J.J. an undated letter, which she presented at the May 13, 2025 hearing of the Tenant's review of order LTB-L-047409-24. This was one year after the first request. By then, the Occupant had been occupying Unit/Site #25 for eight months.
67. The letter states: "We [the Tenants] are assigning the lease on site 25 at 116 Cedardale Road, to Helen Dyson and Dennis Baldock, on March 10, 2025." The Landlord's position was that, besides not receiving the letter, the content did not constitute a "request" for consent. There is no dispute that the respondents took no further, concrete steps to restart the process then, despite knowing what the process expected of them.
68. K.K. draws the Board's attention to the fact that the Tenant is now asking to make this third request 19 months after the Occupant took occupancy, which is almost another full year after the second request was purportedly made in March 2025.
69. He frames the current request as a reconsideration or appeal of the first request. He submits that it would be improper for the Board to permit the Tenant to make another request by LTB order as this amounts to a second collateral attack on the Board's order finding the Landlord's first refusal reasonable.
70. The Board must take into account, he adds, that in LTB-L-047409-24 the Board acknowledged that the Landlord had ancillary grounds supporting a reasonable refusal.
71. K.K. maintains that it would be an abuse of process for tenants or the Board to impose an otherwise non-existent duty upon landlords to conduct repeated assessments for the same prospective assignee.
72. As I understand the Landlord's position, the statutory test is fully satisfied, and the Board has no jurisdiction to compel reconsideration of the first request regardless of whether the Occupant now cures the defect; the Tenant's remedy has effectively been exhausted.
73. The parties did not direct me to any provision in the Act or relevant caselaw which expressly permits a tenant to make multiple requests to assign a rental unit to the same potential assignee or, conversely, which specifically prohibits a tenant from making multiple assignment requests in respect of the same person.
74. That is not to say that tenants are categorically forbidden from making a supplementary request under sections 95 or 159 of the Act with respect to the same assignee if the individual experiences an unforeseen material change in their circumstances. Absent any internal policy restrictions the landlord may have implemented, a landlord is free to reassess an assignee's suitability.

75. I am not aware in this case that the Landlord created a procedural mechanism for a prospective tenant, who submits no information, to subsequently obligate the landlord to restart the process and accept information that should have been supplied the first time.
76. This is not a situation in which the Occupant provided insufficient documentation or a low credit score during the first process, each of which might be subsequently cured in a future request. Rather, the Occupant never consented to a credit check, and they failed to provide enough information to assist the Landlord in assessing their financial qualifications.
77. There is no evidence before the Board to show that the initial assignment process was procedurally fair: the respondents were given the opportunity to fully participate and to know what requirements had to be met. Neither was the result of that process substantively unfair – the Board conducted a fair hearing of the Landlord’s refusal application and of the review of that decision, leading to an outcome justifiable on the evidence and in accordance with the law.

The potential impact of allowing multiple assignment requests

78. K.K. argues that the Landlord will be significantly prejudiced by requiring them to reassess the Occupant’s suitability as a tenant.
79. He makes a valid point that if tenants could compel a “do-over” every time they fail to meet the assignment process requirements, this would in effect force landlords into an open-ended re-screening process. In his view, this would be tantamount to an abuse of process and is wholly inconsistent with the concept of finality in landlord-tenant disputes.
80. I have considered that the Occupant was aware that they needed to put their best foot forward at the first request and they failed in that regard. Even when the Landlord filed the application in June 2024 for an order confirming that its refusal to consent was reasonable, the respondents did not ask if they could submit the missing information for consideration.
81. Making multiple requests which are essentially an appeal of the initial request would undermine the requirement that tenants provide complete information in their initial request. The result would be the creation of an untenable multi-stage, iterative process that, in my view, the Act simply does not contemplate.
82. It seems to me that a reassessment might be warranted only in the case where the prospective assignee/intended tenant fully submits to the process in a timely way, either before or after the mobile home is sold. That did not occur here.
83. Given the facts, including the time that has elapsed since the first assignment request, I find that it would be both impractical and unfair to require the landlord to consider a new assignment request involving the same Occupant who knowingly continues to occupy the rented site without the Landlord’s consent or a tenancy agreement.
84. Based on the above, the order the respondents seek is denied.

The Landlord has satisfied the legal test for eviction

85. The section 100 application has been filed to evict the Unauthorized Occupant.
86. I am satisfied, on the balance of probabilities that the Tenant transferred the occupancy of the rental unit, being Unit/Site #25, to the Occupant in a manner other than by an assignment authorized by the Act. The Occupant is an Unauthorized Occupant.

87. The Landlord filed the application within 60 days after discovering the unauthorized occupancy.

88. Having regard to all the circumstances, the application is granted.

89. I invited submissions from the parties about whether the enforcement of the eviction order should be postponed.

Delay in the eviction

90. The Tenant V.P. does not reside at the mobile home site; the tenancy ended in July 2024.

91. The parties are agreeable to an extended termination and eviction date for the Unauthorized Occupant. The Landlord proposes 6 months from the date of this order and the Unauthorized Occupant proposes to vacate in 6 to 8 months.

92. I find that a compromise is appropriate. An eviction shall be postponed until September 30, 2026, pursuant to subsection 83(1)(b) of the Act.

Daily Compensation

93. The Landlord is entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupant.

94. The Unauthorized Occupant owes the Landlord \$5,590.62 in daily compensation for use and occupation of the rental unit for the period up to and including February 5, 2026. This amount is calculated on the current monthly rent charged of \$476.33.

95. B.B. raises an objection to the amount of rent, claiming that the Landlord has been collecting \$50.00 extra in rent, which is more than the amount the Landlord is entitled to collect under section 165 of the Act. That issue is not before me. However, the Board trusts that the parties will resolve the claim as between them, failing which a party may apply for a remedy within the appropriate forum.

96. Based on the lawful monthly rent moving forward, the daily compensation shall be \$14.02. This amount is calculated as follows: \$426.33 x 12 months, divided by 365 days.

Filing fee

97. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs. The Tenant is responsible for paying the filing fee.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated.
2. Unauthorized Occupants shall move out of the rental unit on or by September 30, 2026.
3. If the unit is not vacated on or before September 30, 2026, then starting October 1, 2026, the Landlord may file this order with the Court Enforcement Office (the Sheriff), so that the eviction may be enforced.
4. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord after October 1, 2026.

5. The Unauthorized Occupant shall pay to the Landlord \$5,590.62, or any outstanding balance thereof, which represents daily compensation for the use of the rental unit, up to and including February 5, 2026.
6. If the Unauthorized Occupant does not pay the Landlord the full amount owing by March 31, 2026 they will owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% on the outstanding balance.
7. The Unauthorized Occupant shall also pay to the Landlord \$14.02 per day for compensation for the use of the unit from February 6, 2026 to the date they move out of the unit.
8. The Tenant shall pay the Landlord \$201.00 for the cost of filing the application.
9. If the Tenant does not pay the Landlord the full amount owing by March 31, 2026 they will owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% on the outstanding balance.

March 5, 2026
Date Issued

Elle Venhola
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 April 3, 2027 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.