



Order under Section 69 Residential Tenancies Act, 2006

Citation: FARES INVESTMENT CORPORATION v WHYNOT, 2026 ONLTB 11362

Date: 2026-03-09

File Number: LTB-L-097852-25

In the matter of: GROUND FLOOR, 1 FOXLEY ST
TORONTO ON M6J1P9

Between: FARES INVESTMENT CORPORATION

Landlord

And

LISA WHYNOT
ANDREW STOCHANSKY

Tenants

FARES INVESTMENT CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict LISA WHYNOT and ANDREW STOCHANSKY (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on January 14, 2026.

The Landlord, represented by Bill Burd, and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. However, relief from eviction is granted to preserve the tenancy.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 14, 2025, the Landlord gave the Tenant an N8 notice of termination with a termination date of January 31, 2026. The notice of termination alleges the rent was paid late as outlined in a ledger:

July 1, 2025

September 2, 10

August 1, 2025

September 10

September 1, 2025	September 10, October 14, 20
October 1, 2025	Partial payment made October 20
November 1, 2025	No payment

4. At the hearing the Landlord's representative provided evidence about the pattern of rent payments after the service of the N8 notice of termination.

November 1, 2025	No payment
December 1, 2025	No payment
January 1, 2026	No payment

5. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 5 times in the past 5 months. Moreover, no payments have been made since the Tenants received the N8 notice of termination.
6. Based on the monthly rent, the daily compensation is \$101.10. This amount is calculated as follows: \$3,075.00 x 12, divided by 365 days.
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 \$3,000.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$36.42 is owing to the Tenant for the period from June 18, 2025, to January 14, 2026.
9. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from Eviction

10. The Tenants seek relief from eviction due to one of the Tenants, LW, having a health-related matter that impacted on her ability to pay the rent, and secondly, that a move would be harmful to her health.
11. The Tenant, LW, has been in the hospital approximately ten times since May 2025 and has not been able to work full time.
12. A letter was provided to the Board from LW's medical practitioner indicating that due to her medical condition she will be initiating an application to the Ontario Disability Support

Program (ODSP). The letter also indicates that LW maintain housing to manage her conditions and continue treatment while awaiting disability income support.

13. The Tenant AS continues to work and earn income.
14. The Tenants also indicated that they are in the process of selling their investment asset, a condominium, which proceeds of sale would be used to pay for the arrears of rent. It was noted that there is an imminent closing date for the sale of this investment condominium which they use to pay arrears of rent.
15. In considering relief, I also consider the amount of the arrears owing, being \$9,225.00, for the period ending January 31, 2026. This is a significant amount. The Landlord indicated that they rely on the rent being paid on time to pay their expenses.
16. In my view, a prompt payment order is the appropriate resolution here. The Tenants indicate they will be able to pay the rent with the monies derived from AS's income and the sale of their investment condominium.
17. The Divisional Court has affirmed, on numerous occasions, that eviction is a remedy of last resort. Eviction should be ordered as a last resort after carefully considering Section 84 [now 83] of the Act. (*Britannia Glen Co-operative Homes v. Singh*, cited in *Toronto Community Housing Corp. v. Thompson*, [2003] O.R.H.T.D. No. 145). To put somebody out of their home calls for clear and compelling circumstances that it is no longer possible for the arrangement to continue (*Langford v. Phipps*, [1992] O.J. No. 4184 (Ont. Gen. Div.)).
18. There is no doubt that the Landlord is entitled to be paid on time, and that the current arrears are significant. However, in this circumstance, there is a possibility of bringing this tenancy back into good standing. The Tenants have income coming in from AS's employment, monies from their condominium sale, and potential ODSP support. This will satisfy both the Landlord in obtaining the arrears of rent and receiving their full rent on time, and assist the Tenants in maintaining housing stability, which also benefits the Tenant LW's health.
19. 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 tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. The Tenants shall pay the Landlord all arrears owing to March 31, 2026, by March 26, 2026.
3. The Tenants shall pay the Landlord the monthly rent due on or before the first day of the month for the period from April 1, 2026, through to and including March 31, 2027.

4. If the Tenants fail to comply with the conditions set out in paragraphs 2 and 3 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenants. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenants.
5. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application. If the Tenants do not pay the Landlord the full amount owing on or before March 26, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 27, 2026, at 4.00% annually on the outstanding balance.

March 9, 2026
Date Issued

Jeanie Theoharis
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.