



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-105401-25

In the matter of: N303, 30 BENT TREE DR
CONCORD ON L4K0M2

Between: MILLWAY RESIDENCES INC.

Landlord

And

Donnie Garfield Clary

Tenant

MILLWAY RESIDENCES INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Donnie Garfield Clary (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 3, 2026.

The Landlord's Agent, Anna Capozzi and the Tenant attended the hearing. The Tenant requested to speak to Tenant Duty Counsel, however Duty Counsel was not available.

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 \$3,235.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$106.36. This amount is calculated as follows: \$3,235.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$54,995.00.
7. The rent arrears owing to the Landlord are more than the LTB's monetary jurisdiction. Under subsection 207(1) of the Residential Tenancies Act, 2006 (the 'Act') the LTB may order payment up to \$50,000.00. Proceeding with this application at the LTB extinguishes any rights the Landlord may have to claim the full amount owing at the LTB or a court. The

Landlord was made aware of the LTB's monetary jurisdiction and chose to proceed with this application.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$3,235.00 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.
10. Interest on the rent deposit, in the amount of \$62.72 is owing to the Tenant for the period from April 1, 2025 to March 3, 2026.
11. 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 April 3, 2026, pursuant to subsection 83(1)(b) of the Act. This extension of time accounts for both parties' evidence in relation to their personal and financial circumstances.
12. The Landlord's Agent submitted that the parties have attempted to work out a payment plan to no avail, since the application was filed. The Tenant's evidence in relation to entering a payment plan illustrated that a payment plan would not be viable given the Tenant's current life circumstances, employment, income sources and monthly expenses. The Tenant would have difficulty covering the monthly rent, his other expenses, let alone the arrears.
13. The Tenant testified to the impact an eviction would have on him and his child, but understands the tenancy is no longer viable, thus the Tenant requested an extended eviction of 30 days from the date of the proceeding, as the Tenant also testified to the financial challenges looking for a new home would bring given he is a single income family in which the Tenant is the sole income earner.
14. In response to questioning from the Board, the Landlord's Agent explained that any further delay in granting the application would be financial prejudicial to the Landlord, and that the Landlord relies on rent to pay expenses related to the rental unit.
15. Considering all of the evidence and, notwithstanding the Landlord may face some financial prejudice, I find that, pursuant to subsection 83(1)(b) of the Act that it would not be unfair to the Landlord to delay the eviction until April 3, 2026 due to the significant impact an early eviction would have on the Tenant and his daughter.
16. Given the Tenant's tenure of tenancy connection to the community, I am satisfied that he may experience challenges securing housing that fits his needs such that more time is required. By contrast, the Landlord, while I acknowledge may face further financial prejudice, the Landlord is holding the last month's rent deposit and after considering the totality of the circumstances I conclude that delaying eviction to April 3, 2026 is fair and appropriate.

17. The extension of time will provide the Tenant time to secure his future income sources/funds to pay the arrears or to find a new place to live for herself and his child.

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:**
 - \$55,181.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$58,416.00 if the payment is made on or before April 3, 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 April 3, 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 April 3, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$48,967.36. 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 \$106.36 per day for the use of the unit starting March 4, 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 April 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 4, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 3, 2026, then starting April 4, 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 4, 2026.

March 9, 2026
Date Issued

Panagiotis P. Roupas
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 4, 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 March 31, 2026

Rent Owing To March 31, 2026	\$54,995.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$55,181.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 3, 2026

Rent Owing To April 30, 2026	\$58,230.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$58,416.00

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

Rent Owing To Hearing Date	\$52,079.08
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,235.00
Less the amount of the interest on the last month's rent deposit	- \$62.72
Total amount owing to the Landlord	\$48,967.36
Plus daily compensation owing for each day of occupation starting March 4, 2026	\$106.36 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	