



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-105404-25

In the matter of: N305, 30 BENT TREE DR
CONCORD ON L4K0M2

Between: MILLWAY RESIDENCES INC.

Landlord

And

Gabriel Simon Forde

Tenant

MILLWAY RESIDENCES INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Gabriel Simon Forde (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 \$3,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
5. The Tenant has paid \$153.70 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$59,846.30.
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 \$3,000.00 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 \$10.70 is owing to the Tenant for the period from January 1, 2026 to March 3, 2026.
11. The Tenant is being ordered to pay \$50,000.00 for rent arrears, and daily compensation, plus the Landlord's cost of filing the application, if the Tenant does not void the order. However, if the Tenant chooses to void this order and continue the tenancy, they must pay the full amount of arrears and costs owing to the Landlord.
12. I have considered all the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
13. The Landlord's Agent submitted that the Landlord had attempted to work out a payment plan to no avail, since the application was filed. Moreover, based on the Tenant's evidence, I am not satisfied that a payment plan would be appropriate because the tenancy does not appear to be viable given the Tenant's current life circumstances, health issues, employment status, income sources and monthly expenses. The Tenant would not be able to cover the monthly rent, his expenses, let alone the arrears.
14. The Tenant further requested an extended eviction of 30 days, which would allow the Tenant time to secure alternative housing or to secure income/funds to pay the arrears owing.
15. The Landlord's Agent submitted that given the nature of the arrears, the history of non-payment of rent from the Tenant and the financial prejudice to the Landlord to meet the financial obligations of the rental complex, the Landlord was seeking a standard eviction order.
16. With respect to the Tenant's request for an extended eviction, I find the Tenant's inability to pay rent would result in further prejudice to the Landlord and given the amount of arrears and the monthly financial deficit of the Tenant, I do not find it appropriate to grant relief from eviction. As a result, I have terminated the tenancy on the terms set out below.
17. This order contains all the reasons for decisions within it. No further reasons shall be issued.

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:**
 - \$60,032.30 if the payment is made on or before March 21, 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 March 21, 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 March 21, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$50,186.00. 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. The amount the Tenant is ordered to pay, excluding costs, is limited by the LTB's monetary jurisdiction. See Schedule 1 for the calculation of the amount owing.
6. If the Tenant does not pay the Landlord the full amount owing on or before March 21, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 22, 2026 at 4.00% annually on the balance outstanding.
7. If the unit is not vacated on or before March 21, 2026, then starting March 22, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 March 22, 2026.

March 10, 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 September 22, 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 21, 2026

Rent Owing To March 31, 2026	\$60,000.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$153.70
Total the Tenant must pay to continue the tenancy	\$60,032.30

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

Rent Owing To Hearing Date	\$57,295.89
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$153.70
Less the amount of the last month's rent deposit	- \$3,000.00
Less the amount of the interest on the last month's rent deposit	- \$10.70
Total amount owing to the Landlord (limited by monetary jurisdiction)	\$50,186.00