



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-106631-25

In the matter of: 6, 2 DECARIA BLVD
PERTH ON K7H0B6

Between: Tasso Boutziouvis Landlord

And

Anthony Gerald Kean Tenants
Rebecca Elizabeth Zeeman

Tasso Boutziouvis (the 'Landlord') applied for an order to terminate the tenancy and evict Anthony Gerald Kean and Rebecca Elizabeth Zeeman (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 2, 2026.

The Landlord and the Tenant, Rebecca Zeeman, attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,995.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.59. This amount is calculated as follows: \$1,995.00 x 12, divided by 365 days.
5. The Tenants have paid \$1,800.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$6,180.00.
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 \$1,995.00 from the Tenants 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.
9. Interest on the rent deposit, in the amount of \$13.89 is owing to the Tenants for the period from November 2, 2025 to March 2, 2026.
10. 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.
11. The Landlord sought a standard termination of the tenancy. He acknowledged that he had not attempted to negotiate a repayment agreement with the Tenants.
12. The Tenant submitted that both Tenants are seasonal workers (landscaping) and that they have not worked regularly since mid-November 2025. The Tenant stated that she normally receives EI benefits during the winter, but that there was a clerical error this year that caused her benefits to be denied. The Tenant indicated that she is currently appealing that decision.
13. The Tenant further submitted that she has recently obtained full-time employment and that she and the other Tenant will be re-starting their seasonal work in the next month. She indicated that the Tenants would be able to pay additional amounts towards the arrears starting in April 2026.
14. The Act is remedial in nature. In *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) ("Matthews"), the Court of Appeal for Ontario ruled, at paragraph 22: "Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its objectives." At paragraph 32, the Court of Appeal concluded: "The purpose of the legislation is to provide protection to tenants."
15. The Court of Appeal for Ontario's reasons in *Matthews* are consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of Act is to promote security of tenure.
16. Therefore, terminating a tenancy and evicting a tenant from a rental unit is a remedy of last resort.
17. Here, I believe a conditional order for the payment of ongoing rent and the arrears is reasonable, given that there was no attempt by the Landlord to negotiate a repayment plan prior to this hearing, that the Tenants' employment situation has recently improved and that the Tenants will be far more prejudiced by an eviction than the Landlord.

It is ordered that:

1. The Tenants shall pay to the Landlord \$6,366.00 for arrears of rent up to March 31, 2026 and costs.
2. The Tenants shall pay the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date Payment Due	Amount of Payment
March 15, 2026	\$250.00
On the 15th day of the month, for the period April 15, 2026 to February 15, 2027 (11 months)	\$510.00/month
March 15, 2027	\$506.00

3. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period April 1, 2026 to March 1, 2027, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants fail to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after March 31, 2026.

March 9, 2026
Date Issued

 Curtis Smith
 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.

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 20, 2026

Rent Owing To March 31, 2026	\$7,980.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,800.00
Total the Tenant must pay to continue the tenancy	\$6,366.00

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

Rent Owing To Hearing Date	\$6,116.18
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,800.00
Less the amount of the last month's rent deposit	- \$1,995.00
Less the amount of the interest on the last month's rent deposit	- \$13.89
Total amount owing to the Landlord	\$2,493.29
Plus daily compensation owing for each day of occupation starting March 3, 2026	\$65.59 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	