



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

File Number: LTB-L-108843-25

In the matter of: 1105, 45 OAKMOUNT RD
TORONTO ON M6P2M4

Between: Beaux Properties Management Company Landlord

And

Beverly Warren Tenant

Beaux Properties Management Company (the 'Landlord') applied for an order to terminate the tenancy and evict Beverly Warren (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

This application was heard by videoconference on March 4, 2026.

Only the Landlord's agent Athena Metaxas attended the hearing.

As of 2:07 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application – Non-Payment of Rent

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 \$1,404.13. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$46.16. This amount is calculated as follows: \$1,404.13 x 12, divided by 365 days.

5. The Tenant has paid \$3,643.51 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$806.12.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

L2 Application – Persistent Late Payment of Rent

8. There is no last month's rent deposit.

L2 Application – Persistent Late Payment of Rent

9. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 10 times in the past 10 months.
10. In the three months since the application was filed, the rent has continued to be paid late, in that January 1, 2026 rent was paid on January 13, 2026, February 1, 2026 rent was paid on February 17, 2026 and as of the date of the hearing rent due on March 1, 2026 had not been paid.
11. The Landlord's agent submitted that this is a long-standing tenancy that commenced on or about January 20, 2006 and that the parties have been before the Board at least 10 times during the course of the tenancy. However, in recognition of the Tenant's efforts that the Tenant be provided one more opportunity to preserve her tenancy by way of a conditional order if she voids the L1 portion of the application.

Relief from Eviction

12. 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 30, 2026 pursuant to subsection 83(1)(b) of the Act.
13. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

'It is ordered that:

L1 Application – Non-Payment of Rent

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:**
 - \$992.12 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$2,396.25 if the payment is made on or before April 30, 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 30, 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 30, 2026.**
 5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$227.37. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$46.16 per day for compensation for the use of the unit starting March 5, 2026 until the date the Tenant moves out of the unit.
 6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
 7. If the unit is not vacated on or before April 30, 2026, then starting May 1, 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 May 1, 2026.

L2 Application – Persistent Late Payment of Rent

9. If the Tenant voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
10. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period April 1, 2026 to March 31, 2028.
11. If the Tenant fails to make any of the payments in paragraph 10 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

March 17, 2026
Date Issued

Alicia Johnson
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 of the Tenant expires on November 1, 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	\$4,449.63
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,643.51
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$992.12

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$5,853.76
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,643.51
Total the Tenant must pay to continue the tenancy	\$2,396.25

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

Rent Owing To Hearing Date	\$3,230.14
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,643.51
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$(227.37)
Plus daily compensation owing for each day of occupation starting March 5, 2026	\$46.16 (per day)