



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Harbour Management v Carr, 2026 ONLTB 22963

Date: 2026-03-19

File Number: LTB-L-082687-25-RV

In the matter of: 25, 31 BAYFIELD ST
Barrie ON L4M3A6

Between: Harbour Management Landlord

And

Jay Carr Tenant

Review Order

Harbour Management (the 'Landlord') applied for an order to terminate the tenancy and evict Jay Carr (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-082687-25 issued on January 8, 2026.

On February 8, 2026, the Tenant requested a review of the order.

On February 9, 2026, interim order LTB-L-082687-25-RV-IN was issued, staying the order issued on January 8, 2026.

This application was heard by videoconference on March 12, 2026.

The Landlord's Legal Representative McKenzie Peddle and the Tenant attended the hearing.

Determinations:

1. On the basis of the submissions made in the request, I am satisfied that the Tenant was not reasonably able to participate in the original hearing of the Landlord's L1 application on December 10, 2025.
2. Upon review of the LTB record, there is no documentation to show that the LTB actually mailed or emailed the Notice of Hearing to the Tenant in advance of the hearing. Due to this inadvertent administrative error, I find that the Tenant did not receive proper notice of the hearing and so was not reasonably able to participate in the hearing.
3. The Tenant states that, even if the Notice had been sent by mail, there was no guarantee he would have received it. That is because the Landlord provides one mailbox for 30 rented rooms in the residential complex. He says that he rarely receives mail, but if he did it is entirely feasible that he would not find it or that it might be picked up by another resident due to the volume of mail deposited in the mailbox.

4. The Landlord's Legal Representative M.P. did not dispute that the tenants of the residential complex share one mailbox. She was not in a position to explain the Landlord's reasoning behind this arrangement. I expressed that the rental units are the tenant's homes, and like any resident in any community, whether owner or renter, they are entitled to private mail access.
5. The Tenant indicated that he would prefer to receive documents from the Landlord by email and provided his email address. M.P. advised that the Landlord would consent to such method of service and delivery in future.
6. The review being granted, I proceeded to rehear the Landlord's L1 application.

L1 application

7. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day the application was filed.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$800.00. It is due on the 1st day of each month.
10. The rent arrears owing to March 31, 2026 are \$9,600.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. Accordingly, the total amount the Tenant owes the Landlord is \$9,786.00.
13. The Tenant does not dispute the amount of arrears that he owes.
14. He explained that he did not realize until recently that he owed that much to the Landlord. He receives monthly ODSP benefits of \$1,400.00 of which his shelter portion is \$599.00. He stated that once he began to receive ODSP, he was certain that ODSP was directing the shelter portion to the Landlord automatically each month. It was only after some months that he discovered that the direct payment had not been and was not being made.
15. He asks the Board to consider that he lives with mental health disabilities. He does not have a caseworker right now. He did not submit any evidence, such as a letter from a doctor or mental health specialist explaining how his mental health issues impact his ability to pay the rent as it comes due, if that is the case.
16. When asked if he had the rent money available that he ought to have paid, the Tenant replied that he had spent his income on food, bills and other debts, along with other expenses he has incurred.
17. The Tenant relayed his experience of being homeless several years ago and maintains that he does not want to be in that situation again. He is thinking of reaching out to CMHA for supports as he has used their services in the past.
18. He also intends to immediately connect with his ODSP worker to arrange to have ODSP pay a portion of his rent to the Landlord directly. His evidence was that he did not know he could reach out to housing retention programs in the community either, like a rent bank or other potential resources, to assist him in reducing the arrears but he will now look into it.

19. To resolve the arrears issue, the Tenant proposes a payment plan in which he would pay \$150.00 monthly to the Landlord until the arrears are eliminated. He does not object to reimbursing the Landlord for the Sheriff's fee of \$322.80 incurred by the Landlord on January 26, 2026.
20. The legitimate concern for the Landlord is that the Tenant has clearly not prioritized his housing over other expenses; the Landlord does not trust that the Tenant will change his behaviour and now begin to pay any rent and arrears payments even if ordered.
21. The Landlord would prefer that a standard order be issued but does not oppose a payment plan in principle if it is reasonable and if the Landlord is assured of some commitment by the Tenant. However, M.P. submits that, if a payment plan is ordered, it would take 65 months to pay off the arrears in full and this would be highly unfair to the Landlord.
22. The parties agreed that an 18-month payment plan, with the balance of arrears paid by lump sum, would be a feasible solution in the circumstances.
23. 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.
24. The rent is affordable and, had the Tenant not neglected to pay it, he would not find himself in the tenuous position he is experiencing to date. The Tenant is well aware of the consequences of breaching a payment plan as ordered. Specifically, he is keenly aware that this may be his last opportunity to preserve his housing and that he may need help in getting back on track.
25. An order setting out the above payment plan shall accordingly issue.

It is ordered that:

1. The request to review order LTB-L-082687-25 issued on January 8, 2026 is granted.
2. The interim order issued on February 9, 2026 is cancelled.
3. Order LTB-L-082687-25 is cancelled and replaced with the following.
4. The Tenant shall pay to the Landlord **\$10,108.80** (representing \$9,600.00 arrears of rent up to March 31, 2026, the \$186.00 filing fee and Sheriff's costs of \$322.80).
5. The Tenant shall pay to the Landlord the amount set out in paragraph 4 in accordance with the following schedule:
 - (1) commencing on April 1, 2026 and on the 1st day of every consecutive month thereafter, \$150.00, including up to September 1, 2027, and
 - (2) a final lump sum payment of \$7,558.80 on or before October 1, 2027.
6. The Tenant is entitled to accelerate the arrears payments and/or to pay off the arrears in full at any time before October 1, 2027.
7. The Tenant 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 October 1, 2027, or until the arrears are paid in full, whichever date is earliest.

8. If the Tenant fails 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 Tenant to the Landlord pursuant to paragraph 4 of this order shall become immediately due and owing.
9. If the Tenant fails to make any one of the payments in accordance with this order, the Landlord may, **without notice to the Tenant, apply to the LTB** within 30 days of the Tenant's breach pursuant to section 78 of the Act **for an order terminating the tenancy and evicting the Tenant** and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after March 31, 2026.
10. The Landlord shall forthwith deliver to the Tenant any and all of the Landlord's written communications which might ordinarily be mailed to the Tenant, including but not limited to letters, notices, forms, and documents by email to j.carr78@gmail.com.
11. The Tenant shall immediately inform the Landlord, in writing, of any change in his email address.

March 19, 2026
Date Issued

Elle Venhola
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.