



Order under Section 69 Residential Tenancies Act, 2006

Citation: Lacroix v Laliberte, 2026 ONLTB 18229

Date: 2026-03-19

File Number: LTB-L-074165-25

In the matter of: 101 CASITA PVT
ORLEANS ON K1W0X6

Between: Encanto Luxury Rentals Landlord
Christian Lacroix

And

Marie-France Laliberte Tenant

Christian Lacroix (the 'Landlord') applied for an order to terminate the tenancy and evict Marie-France Laliberte (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 24, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. For the reasons set out below, I have dismissed the Landlord's application as I find the Tenant does not owe any arrears to the Landlord.
2. At the outset of the tenancy, in addition to the first month's rent and last month's rent deposit, the Landlord collected two more month's worth of rent. Before me this amount was characterized as a rent and/or security deposit.
3. During the hearing, the Landlord submitted if collecting more than one month's rent deposit is not permissible under the Act then the excess amount being held should be credited to the Tenant.
4. As there was no evidence the payments being held were other than an impermissible rent/security deposit, I have credited these amounts to the Tenant and declined to order the Landlord their costs of filing this application.

Application amended to add Encanto Luxury Rentals as a landlord

5. The Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) identifies the landlord as Encanto Luxury Rentals. This was also the name of the entity with whom the Tenant signed the lease; however, Christian Lacroix was the sole landlord identified on the application. He testified that he is the owner of the corporation and sole signing authority of Encanto Luxury Rentals, and that he is the one who permits occupancy. The Tenant did not dispute this evidence
6. In the above circumstances, I was satisfied that both Encanto Luxury Rentals and Mr. Lacroix are landlords under the *Residential Tenancies Act, 2006* (the Act'), and the application was amended to add Encanto Luxury Rentals as a named landlord.

Tenant's adjournment request denied

7. The Tenant requested an adjournment because she was feeling ill. The Landlord also wanted to upload additional evidence and so was not opposed to the Tenant's request.
8. Rule 21.8 of the *LTB's Rules of Procedure* provides that an adjudicator may adjourn a hearing where it is necessary for an adequate to be held. This decision is discretionary.
9. Relevant factors that may be considered include: the reason for the adjournment, the issues in the application, any prejudice that may result from the adjournment, the history of the proceeding, and the LTB's duty to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.
10. The Tenant advised the stress of the proceeding was causing her anxiety and made reference to a chronic medical condition. A hearing for termination and eviction is often, and understandably, a stressful process for a tenant. However, the Tenant did not provide supporting documentation that linked her condition to her current symptoms or to an inability to participate in the hearing and so I was not satisfied there was a basis to conclude that an adjournment would result in a different outcome.
11. The central issue on this application was whether the Tenant had paid more than the outstanding arrears.
12. The Landlord commenced their application on October 14, 2025. The hearing was originally scheduled to be heard on January 5, 2026. A request for French language services was made on December 19, 2025, and on December 29, 2025, a bilingual hearing was rescheduled for February 24, 2026.
13. The Rules require a party to disclose any documents they wish to rely upon 7 days in advance, and that any responding documents be provided 5 days in advance.
14. I find the Landlord's position that he wished to upload more evidence indicates he knew about the Tenant's claim she had paid more prior to the hearing; yet he did not advise why he had not uploaded documents before the hearing. I found that granting an adjournment

to permit further disclosure when the Landlord knew of an issue and did not provide documentation was not appropriate.

15. In the above circumstances, I was not satisfied an adjournment was required for an adequate hearing to be held.
16. It is expected that all parties will attend the hearing prepared to proceed on all matters in issue. Here both parties were before me and had each had months to prepare. In the above circumstances, the request for an adjournment was denied.

L1 Application

17. 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.
 18. As of the hearing date, the Tenant was still in possession of the rental unit.
 19. The lawful rent is \$2,795.00. It is due on the 1st day of each month.
 20. The Landlord testified the Tenant has paid \$11,180.00 to the Landlord since the application was filed.
 21. The Landlord claimed the rent arrears owing to February 28, 2026, were \$5,690.00.
 22. However, the parties also agreed the Tenant paid an additional \$5,690.00 – two month's rent - to the Landlord.
 23. Sections 105 and 106 of the Act provide:
 - 105** (1) The only security deposit that a landlord may collect is a rent deposit collected in accordance with section 106.
 - (2) In this section and in section 106,

“security deposit” means money, property or a right paid or given by, or on behalf of, a tenant of a rental unit to a landlord or to anyone on the landlord's behalf to be held by or for the account of the landlord as security for the performance of an obligation or the payment of a liability of the tenant or to be returned to the tenant upon the happening of a condition.
 - 106** (1) A landlord may require a tenant to pay a rent deposit with respect to a tenancy if the landlord does so on or before entering into the tenancy agreement.
 - (2) The amount of a rent deposit shall not be more than the lesser of the amount of rent for one rent period and the amount of rent for one month.
24. While a tenant may voluntarily offer to pre-pay rent, there was no evidence before me that the amount collected by the Landlord was other than a rent deposit. As this was greater than one month's rent I find this was not permissible.

25. The Landlord advised if he was not permitted to collect more than one month's worth of rent deposit, the amount he was holding that exceeded one month's rent should be credited to the Tenant and I have done so.
26. As a result, I find there are no arrears owed and the only amount in issue is the filing fee.
27. Given the arrears resulted in part from the Landlord's collection of an impermissible rent deposit, I have declined to award the Landlord their costs of filing this application and the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 19, 2026
Date Issued

Vanessa Davies
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.