



Order under Section 87 Residential Tenancies Act, 2006

Citation: 1000251411 Ontario Inc. v Lalonde, 2026 ONLTB 24016

Date: 2026-03-19

File Number: LTB-L-063767-25

In the matter of: Lot # 7, 4133 Hwy 101 W
Timmins ON P4R0E7

Between: 1000251411 Ontario Inc. Landlord

and

Patric Lalonde Former Tenant

1000251411 Ontario Inc. (the 'Landlord') applied for an order requiring Patric Lalonde (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

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

Only the Landlord's Agents, Crystal Kerr ('CK') and Harpreet Singh Gill, attended the hearing.

As of 10:43am, the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence

Determinations:

1. As explained below, the Landlord has proven the allegations contained in the application on a balance of probabilities. Therefore, the Tenant shall pay the Landlord \$9,117.18.
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing ('NOH') at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure. These documents were served on November 17, 2025 by regular mail. CK testified that the Former Tenant was retrieving his mail from the community mailbox at the property up until the end of December 2025, when the community mailboxes were removed. She testified that the community mailbox had mail in it prior to that and when they were removed, the Former Tenant's mailbox was empty. Therefore, I am satisfied that the Former Tenant received notice of the hearing by mail.
3. The Former Tenant was evicted by the sheriff on June 17, 2025. Therefore, the application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

4. By way of background, the residential complex is a motel and mobile home park. On April 4, 2025, the Landlord obtained an order from the Board terminating the tenancy because the Landlord intends to demolish the mobile home park portion of the property. The Former Tenant was evicted by the sheriff on June 17, 2025. Although the Former Tenant was evicted by the sheriff, as of the date of the hearing, his mobile home still remains on the lot.
5. CK submits that the Former Tenant should be obligated to pay ongoing rent until he removes his mobile home from the Landlord's property.
6. Section 86 of the *Residential Tenancies Act, 2006* (the 'Act') states:

86 A landlord is entitled to compensation for the use and occupation of a rental unit by a tenant who does not vacate the unit after his or her tenancy is terminated by order, notice or agreement.

7. However, section 162 of the Act applies where a tenant has vacated their mobile home "in accordance with an order of the Board terminating the tenancy or evicting the tenant" but has left behind their mobile home. Section 162 allows a landlord to keep, sell, or dispose an abandoned mobile home after giving notice of its intent to do so. In my view, section 162 establishes a legislative intent that a tenant can in fact vacate a rental unit in mobile home park following an eviction order even if they leave their mobile home behind. In other words, I reject the Landlord's argument that the Former Tenant failed to vacate solely because they left their mobile home behind. In my view, section 162 provided a remedy to the Landlord when the Former Tenant abandoned their mobile home, and the Landlord has not provided a reasonable explanation as to why they did not avail themselves of that framework. It was not reasonable for the Landlord to not take the required steps under section 162, and instead take the position that rent was accruing.
8. In this case, the evidence establishes that the Former Tenant vacated on June 17, 2025, when he was evicted by the sheriff. Although the Former Tenant broke into the mobile home and park after he was evicted, there was no evidence that the Former Tenant returned to live in the unit after he was evicted. In any event, the Former Tenant cannot unilaterally create a new tenancy by breaking into and staying in his mobile home after he has been evicted. For these reasons, I find that the Former Tenant's obligation to pay rent ended on June 17, 2025, regardless of if or when he removed his personal belongings from the property, including his mobile home. Therefore, I find that the Landlord is entitled to rent arrears to June 17, 2025.
9. The lawful rent was \$365.26. It was due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$12.00. This amount is calculated as follows: $\$365.26 \times 12$, divided by 365 days.
11. The Former Tenant has not made any payments since the application was filed.
12. The rent arrears and daily compensation owing to are \$8,931.18.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$8,931.18, which represents rent and compensation owing up to June 17, 2025.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$9,117.18*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before March 30, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from March 31, 2026 at 4.00% annually on the balance outstanding.

March 19, 2026
Date Issued

Candace Aboussafy
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing to June 17, 2025	\$8,931.18
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$9,117.18