



Order under Section 87 Residential Tenancies Act, 2006

Citation: 1000251411 Ontario Inc. v Bouchard, 2026 ONLTB 23160

Date: 2026-03-24

File Number: LTB-L-063604-25

In the matter of: Lot # 6, 4133 Hwy 101 W
Timmins ON P4R0E7

Between: 1000251411 Ontario Inc. Landlord

and

Nicole Bouchard Former Tenant

1000251411 Ontario Inc. (the 'Landlord') applied for an order requiring Nicole Bouchard (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 Gill, attended the hearing.

As of 9:45am, 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 \$755.50.
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 email. I am satisfied that the documents came to the Former Tenant's attention as she posted on social media about the Landlord's claims in their application after the Landlord served the NOH and application.
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, her mobile home still remains on the lot.

5. CK submits that the Former Tenant should be obligated to pay ongoing rent until she removes her 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 she was evicted by the sheriff. There was no evidence that the Former Tenant returned to live in the unit after she was evicted. Therefore, I find that the Former Tenant's obligation to pay rent also ended on that date, regardless of if or when she removed her personal belongings from the property, including her mobile home. For these reasons, I find that the Landlord is entitled to rent arrears to June 17, 2025.
9. The lawful rent was \$365.33. It was due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$12.01. This amount is calculated as follows: $\$365.33 \times 12$, divided by 365 days.
11. The Former Tenant has not made any payments since the application was filed.
12. The rent arrears owing to June 17, 2026 are \$569.50.
13. There is no last month rent on deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$569.50, which represents rent and compensation owing up to June 17, 2025.

2. The Former Tenant shall also pay the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$755.50.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before April 4, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 5, 2026 at 4.00% annually on the balance outstanding.

March 24, 2026
Date Issued

Candace Aboussafy
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.