



Order under Section 69 Residential Tenancies Act, 2006

Citation: Webster Apts Inc v Dell, 2026 ONLTB 20304

Date: 2026-03-19

File Number: LTB-L-059233-25-AM

In the matter of: 107, 1280 WEBSTER ST
LONDON ON N5V3P4

Between: Webster Apts Inc

Landlord

And

MAR 19, 2026

Aaron J, R Dell
Christine Mary Dell

Tenants

AMENDED ORDER

This order is made to correct clerical errors in the order issued March 10, 2026.

Webster Apts Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Aaron J, R Dell and Christine Mary Dell (the 'Tenants') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 14, 2026. Post hearing submissions were completed by the parties February 13, 2026.

The Tenant, Christine Dell and their representative, Paul Taylor, attended the hearing. The Landlord was represented at the hearing by Paul Taylor. Andrew Hyland.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,588.75. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$52.23. This amount is calculated as follows: \$1,588.75 x 12, divided by 365 days.

5. The Tenants have paid \$4,750.00 to the Landlord since the application was filed.

Section 82 issues

6. Section 82 of the Residential Tenancies Act, 2006 (the 'Act') permits a tenant to raise, in response to a landlord's application, any issue that could have been raised in a tenant application. The Tenants filed a Notice of Issues indicating that they intended to raise several issues under section 82.
7. The Tenants' primary argument is that the tenancy agreement dated April 2, 2024, should be declared invalid. The Tenants submit that they only entered into the agreement after being served with an N13 notice and being told that they could remain in the building only if they agreed to move to another unit and pay significantly higher rent. The Tenants submit that the circumstances surrounding the signing of the lease amount to duress and that the lease should therefore be set aside.
8. The Tenants also submit that the Landlord engaged in what they characterize as a "renoviction strategy" by serving N13 notices to multiple tenants shortly after purchasing the building. The Tenants submit that the Landlord offered them another unit in the building at a substantially higher rent and required them to begin paying additional utilities that were previously included in their rent.
9. The Tenants therefore ask the Board to invalidate the April 2, 2024 lease, reinstate the rent from their previous tenancy agreement, and apply any alleged overpayment of rent toward the arrears claimed by the Landlord.

Analysis

10. I find the Tenants' request that the Board invalidate the April 2, 2024 tenancy agreement raises jurisdictional concerns. The Board is a statutory tribunal whose powers are limited to those granted by the Act.
11. This principle was confirmed by the Divisional Court in *Fuamba et al. v. Irving et al.*, 2024 ONSC 4587, which states:

"The RTA does not confer jurisdiction on the Board to determine whether there is a valid tenancy agreement. The existence of a tenancy agreement is presumed: see O'Brien v. 718458 Ontario Inc. (1999), 25 R.P.R. (3d) 56 (Ont. Gen. Div.), at para. 19; Kaiman v. Graham, 2009 ONCA 77, 245 O.A.C. 130, at para. 12."

12. The case also sets out the essential elements of a valid tenancy agreement. To be valid, an agreement for a lease must show:
 - (1) the parties;
 - (2) a description of the premises to be rented;
 - (3) the commencement of the term;
 - (4) the duration of the term;
 - (5) the rent (if any); and

- (6) all the material terms of the contract not being matters incident to the relation of landlord and tenant, including any covenants, exceptions or reservations.
13. In this case there is no dispute that the parties entered into a new tenancy agreement on April 2, 2024 (Doc 68811055). The tenancy agreement was executed on the prescribed standard lease form. As such, I find that the tenancy agreement satisfies the elements identified in *Fuamba* and constitutes a valid tenancy agreement.
 14. The Tenants vacated their previous rental unit and entered into a new tenancy agreement for Unit 107 on April 2, 2024. The Tenants then occupied the unit and paid the rent set out in that agreement.
 15. While the Board may consider the substance of transactions under section 202 of the Act, the relief sought by the Tenants goes beyond the remedies available under the Act. The Act does not provide the Board with the authority to invalidate a tenancy agreement in the manner requested by the Tenants or to substitute the terms of a previous tenancy agreement for those contained in a new lease.
 16. If the Tenants believe the circumstances that led to the tenancy agreement render it void ab initio is they may consider making that argument in a court of competent jurisdiction. Therefore, the Tenant's claims under section 82 of the Act are dismissed.

Relief from eviction

17. Section 83 of the Act requires the Board to consider all the circumstances when deciding whether eviction should be refused or delayed. The Board must determine whether it would be unfair to refuse eviction.
18. CD testified that she works part-time in assisted living and earns approximately \$23 to \$27 per hour depending on whether she is providing direct care or on-call support. She testified that she currently works primarily on weekends and occasionally picks up additional shifts. Based on her testimony, her average take-home income is approximately \$1,400 per month.
19. CD further testified that her husband is currently unemployed and has been without work for approximately two months. Prior to that, he worked in security earning approximately \$19.50 per hour. He is presently receiving Employment Insurance benefits of approximately \$800 every two weeks.
20. The Tenants proposed a repayment plan to address the arrears. Ms. Dell testified that she could realistically contribute \$600.00 toward the arrears in addition to paying the ongoing monthly rent.
21. The Landlord did not oppose the possibility of a repayment plan but submitted that any payment plan should result in the arrears being paid within approximately twelve months. The Landlord's representative indicated that a monthly payment of approximately \$750 per month toward the arrears would satisfy that objective.
22. I find it appropriate to grant the Tenant's request. In my view, a repayment plan requiring the Tenants to pay \$600.00 per month toward the arrears in addition to the lawful monthly

rent provides the Tenants with a meaningful opportunity to preserve their tenancy while also ensuring that the Landlord receives repayment of the arrears within a reasonable period.

23. The repayment plan shall commence May 1, 2026 to ensure the Tenants have sufficient time to arrange their finances in order to comply with this order.
24. If the Tenant has not paid their rent for February and March 2026, they shall do so by March 31, 2026.
25. I have considered all of the disclosed circumstances 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.

It is ordered that:

1. The Tenants shall pay to the Landlord \$8,998.75 which represents the arrears of rent and costs outstanding for the period ending January 31, 2026
2. The Landlord's application for eviction is denied on the condition Tenants shall pay to the Landlord the amount set out in paragraph 2 in accordance with the following schedule:

Date Payment Due	Payment Amount
The first day of each month beginning May 1, 2026, and ending June 1, 2027	\$600.00
July 1, 2027	\$598.75

3. The Tenants shall pay their rent due February 1, 2026, and March 1, 2026, on or before March 31, 2026.
4. The Tenants 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 July 31, 2027, or until the arrears are paid in full, whichever date is earliest.
5. If the Tenants fail 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 Tenants to the Landlord pursuant to paragraph 2 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

March 10, 2026

Date Issued

Bryan Delorenzi

Member, Landlord and Tenant Board

March 19, 2026

Date Amended

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.