



Order under Subsection 87(1) Residential Tenancies Act, 2006

Citation: Central Gospel Community Homes v Hayes, 2026 ONLTB 17741

Date: 2026-03-23

File Number: LTB-L-092812-25

In the matter of: 85, 705 WELLAND AVE
ST CATHARINES ON L2M7X4

Between: Central Gospel Community Homes C/O Landlord
Shabri Properties Limited

And

Paul Hayes Tenant

Central Gospel Community Homes C/O Shabri Properties Limited (the 'Landlord') applied for an order requiring Paul Hayes (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on January 19, 2026.

The Landlord's legal representative Judith Callender and the Tenant attended the hearing. The Tenant declined to speak with Tenant Duty Counsel prior to the hearing.

Determinations:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The Tenant did not pay the total rent they were required to pay for the period from November 1, 2025 to January 31, 2026.
3. The lawful rent is \$957.00. It is due on the 1st day of each month.
4. The Tenant has not made any payments since the application was filed.
5. The rent arrears owing to January 31, 2026 are \$2,871.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord filed an L3 application (based on a signed N11 agreement to terminate the tenancy) which was resolved by order LTB-L-083716-25 dated October 22, 2025. This order terminated the tenancy effective November 2, 2025. The Tenant filed a motion to set

aside the order, which was resolved on consent by order LTB-L-083716-25-SA dated January 7, 2025. The stay of the original order was lifted effective November 30, 2025.

8. Because the rental unit requires extensive renovation and repair as required by the city of St. Catharines, the Landlord provided the Tenant with a new rental unit in the same residential complex. The Tenant was provided with the keys to the new unit (#60) in mid-October 2025.
9. The Tenant's rent is paid directly to the Landlord, and the Landlord has applied the rent to unit #60. The Tenant has not moved all of his possessions from the rental unit to unit #60 and therefore effectively has possession of both rental units. The Landlord has not yet filed order LTB-L-083716-25 with the Sheriff for enforcement, hoping that the Tenant would move into the new unit (as he agreed to do) without the need for enforcement.
10. The Tenant submitted that he moved what he could into the new unit but needs help to move his large volume of possessions. He stated that he is unable to pay the arrears of rent on top of the rent at the new rental unit.
11. The Landlord is being prevented from doing required repairs to the rental unit because the Tenant has not given up possession of the unit. The Landlord has a valid enforceable order evicting the Tenant from the rental unit and has so far provided the Tenant with an opportunity to vacate the unit on his own without involving the Sheriff to evict him.
12. The Tenant's assertion that he needs assistance to move his items or that he cannot afford the rent claimed by the Landlord does not negate the Landlord's right to be compensated for the use of both rental units since the Tenant is in possession of both.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,057.00. This amount includes rent arrears owing up to January 31, 2026 and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before April 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 4, 2026 at 4.00% annually on the balance outstanding.

March 23, 2026
Date Issued

Margo den Haan
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.