



**Order under Section 21.2 of the
Statutory Powers Procedure Act and the
Residential Tenancies Act, 2006**

Citation: Abel Goodwill Management Ltd. v Pilon, 2026 ONLTB 25096

Date: 2026-03-27

File Number: LTB-L-015079-25-RV

In the matter of: B, 6330 ROTHBOURNE RD
CARP ON K0A1L0

Between: Abel Goodwill Management Ltd. Landlord

And

Danial James Pilon Tenant

REVIEW ORDER

Abel Goodwill Management Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Danial James Pilon (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-015079-25 issued on September 19, 2025.

On September 19, 2025, the Landlord requested a review of the order.

At the review hearing held on November 25, 2025, the parties reached a consent. The parties agreed to resolve the eviction portion of the application and to adjourn the arrears portion. The parties agreed to terminate the tenancy in a final non-voidable way. The Tenant understands that even if he pays off the arrears that the tenancy will terminate. The Tenant indicated that he wants the tenancy to end and was only seeking delay.

The review was granted at the November 25, 2025 hearing with interim order LTB-L-015079-25-RV-IN2 being issued and the presiding Member directed the application for the arrears only portion to a hearing.

This application was heard by videoconference on January 13, 2026.

The Landlord's Agent, Gang Zhao, the Landlord's Legal Representative, Rong Wei Yu, and the Tenant attended the hearing. The Tenant consulted with Tenant Duty Counsel prior to the hearing.

Determinations:

Procedural History

1. On November 25, 2025, the parties reached a consent and requested an order setting out the following terms:
 - 1) The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 31, 2026.
 - 2) If the unit is not vacated on or before May 31, 2026, then starting June 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 - 3) Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after June 1, 2026.
 - 4) If the Tenant wishes to terminate the tenancy earlier than May 31, 2026, the Tenant can do so with 10 days written notice to the Landlord.
 - 5) The portion of the Landlord's application concerning arrears and the tenant's issues are adjourned.
2. There is no dispute between the parties that the Tenant will vacate the rental unit on or before May 31, 2026.
3. The only issue in dispute before the LTB is the arrears of rent owed to the Landlord for the period of October 1, 2024 to January 31, 2026.

Adjournment Request

4. At the hearing, the Tenant requested the hearing be adjourned so that he may gather his evidence and file issues pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act').
5. The Tenant testified that he has been ill for five weeks and therefore has not had sufficient time to prepare his documents. However, the Tenant provided no documentary evidence to substantiate his claim of illness, nor did he submit any materials to notify the Landlord of his intention to raise issues under section 82 of the Act.
6. The Landlord's representative submitted that the Landlord opposes the adjournment request, noting that the arrears are substantial and that the matter has already been adjourned twice, providing the Tenant with additional time to file evidence with the LTB. He argued that granting another adjournment would be prejudicial to the Landlord.
7. After reviewing the Board's record, I find that the Tenant has not filed any documents with the LTB since the application was filed, nor did he file any materials prior to the first adjourned hearing on May 21, 2025 or the review hearing on September 19, 2025. I am satisfied that the Tenant has been afforded more than sufficient time to file documents and to notify the Landlord of his intention to raise issues under section 82. As such, the adjournment request is denied.

L1 Application amended to L9 Application

8. The Landlord's representative submitted that as the Landlord and the Tenant have agreed to terminate the tenancy on May 31, 2026, the Landlord seeks to amend their L1 application to an L9 application for rent arrears only.
9. As of the hearing date, the Tenant was still in possession of the rental unit.
10. The lawful rent is \$1,950.00. It is due on the 1st day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$64.11. This amount is calculated as follows: $\$1,950.00 \times 12$, divided by 365 days.
12. The Tenant has paid \$12,112.50 to the Landlord since the application was filed.
13. The rent arrears owing to January 31, 2026 are \$17,625.00.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$1,950.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy when the tenancy is terminated which, in this case, the period of May 1, 2026 to May 31, 2026.
16. Based on the evidence and submissions before the Board, I am satisfied that the Tenant has not paid the full monthly rent owing to the Landlord for the period of October 1, 2024 to January 31, 2026. Accordingly, the Landlord's request for an order for rent arrears only is granted.

It is ordered that:

1. The Tenant shall pay to the Landlord \$17,811.00. 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 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 8, 2026 at 4.00% annually on the balance outstanding.
3. Interim order LTB-L-015079-RV-IN2, issued on November 28, 2025, is unchanged.

March 27, 2026
Date Issued

Susan Priest
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.