



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

Citation: Robson v Labonte, 2026 ONLTB 26197

Date: 2026-04-01

File Number: LTB-L-090925-25-RV

In the matter of: 18 GREYSTONE CRES
ST CATHARINES ON L2N6P2

Between: John (Jack) Robson Applicant

And

Paul Labonte Respondent

Review Order

John (Jack) Robson (the 'Applicant') applied for an order to terminate the tenancy and evict Paul Labonte (the 'Respondent') because the Respondent did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-090925-25 issued on February 4, 2026.

On February 12, 2026, the Respondent requested a review of the order.

The review was heard by videoconference on March 25, 2026.

The Applicant, the Applicant's representative Judith Callender, and the Respondent attended the hearing.

Reasons:

Review

1. The Applicant applies to the Landlord and Tenant Board (LTB) on the basis that the Respondent rents the subject unit from him at a monthly rent of \$1,000.00. He alleges that the Respondent has not paid any rent since 2022, and is currently in arrears of \$44,500.00. He asks that the tenancy be terminated and the Respondent evicted, and that the Respondent be ordered to pay the arrears.
2. The matter was heard on January 15, 2026. At the hearing, the Respondent took the position that he was not a tenant. The Member rejected that position, and issued an order on the basis that the Respondent was a tenant and the rent was \$1,000.00. The Respondent requested a review of the decision.
3. I am satisfied that the decision contains serious errors. The Applicant bore the onus of proving all the elements of his case. He had to establish that there was a tenancy between

him and the Respondent. To prove the amount of rent arrears, he also had to establish that the lawful rent was \$1,000.00.

4. I have listened to the hearing recording. There was nothing before the Member that could have supported a finding that there was a tenancy or that the rent was \$1,000.00. The only information before the Member was the Applicant's representative's submission that the Applicant had purchased the property intending that the Respondent would "rent it with him." No explanation was given as to what that meant.
5. In his Reasons, the Member did not make a finding that there was a tenancy. He seems to have presumed that there was a tenancy, and improperly placed the onus on the Respondent to prove otherwise. Furthermore, if the Member had properly placed the onus on the Applicant, on the information before him he could not have concluded that the Applicant had met that onus. There was simply no explanation of the relationship between the parties or how the Respondent came to occupy the unit.
6. Additionally, there was nothing before the Member to explain why the rent was \$1,000.00.
7. I therefore granted the review and held a new hearing of the application.
8. For the following reasons, in the new hearing the Applicant proved that he is the Respondent's landlord and that the rent is \$1,000.00. An order will issue which is essentially identical to the original order.

Commencement of the tenancy

9. The Respondent agrees that when he moved into the property, he was a tenant. He rented the unit from the owner, Alfred Vehlow, at a monthly rent of \$925.00.

The Respondent is the Applicant's tenant

10. In 2009, the Applicant purchased the property from Mr. Vehlow.
11. Section 18 of the *Residential Tenancies Act, 2006* (RTA) provides that covenants concerning a rental unit run with the land. Section 2(1) provides that the definition of a landlord includes a landlord's successors in title. It is well established that as a result of those provisions, when a rented property is sold, the new owner steps into the shoes of the previous owner. The tenancy continues on the same terms and conditions, and is binding on the new owner.
12. Consequently, in 2009 the Applicant became the Respondent's landlord, at a monthly rent of \$925.00.
13. Section 37(1) of the RTA provides that a tenancy can only be terminated in accordance with the RTA. Neither party argues that the tenancy has been terminated under any provision of the RTA. The tenancy still exists.
14. The Respondent takes the position that he jointly purchased the property with the Applicant. He says that they both intended to hold title to the property, but he did not qualify for a mortgage because he had bad credit. For that reason, only the Applicant is on

title. In other words, the Respondent asserts that he is a beneficial owner of the property. He says that he occupies the property pursuant to a right of co-ownership, not a tenancy.

15. In *Pornaras v. Swadi*, 2025 ONSC 1867 (CanLII), the LTB considered an eviction application wherein the respondent claimed to be a beneficial owner, not a tenant. In that case, the respondent had commenced an action in Superior Court seeking a finding of beneficial ownership. On the evidence before it, the LTB found that the applicant was the legal owner of the property, and that there was a tenancy between him and the respondent. The LTB then held that the question of whether the respondent was also a beneficial owner had no legal bearing on the eviction application. It proceeded with the eviction application on the basis that the respondent was a tenant.
16. On appeal, the Divisional Court upheld the LTB's reasoning (*Pornaras* at para. 16).
17. *Pornaras* is binding on me, and the same reasoning applies in the present case. The Applicant is the legal owner of the property. The transfer documents confirming his ownership are in evidence. There is no dispute that the Respondent was, prior to 2009, a tenant. I have found that, when he purchased the property, the Applicant assumed the tenancy. The tenancy has never been terminated. In this proceeding, it therefore does not matter whether or not the Respondent is also a beneficial owner. He is a tenant, and I must decide the eviction application on that basis.
18. If the Respondent maintains that he has a right of occupancy pursuant to beneficial ownership, he must assert that claim in Superior Court. He has not done so, and even if he did, the existence of a concurrent Superior Court proceeding would not preclude the hearing of this application.

The Respondent's payments to the Applicant

19. The Applicant testified that he maintains a separate bank account for the property. Over the years, the Respondent made payments into the bank account. The Applicant used the funds in the account to make mortgage and utilities payments.
20. The Applicant adduced evidence of the specific payments the Respondent made from January, 2021 onwards. He testified that the Respondent paid \$1,000.00 monthly from January 2021 through January 2022. Most months, he paid exactly \$1,000.00 each month. He paid \$700.00 in August 2021 and \$1,300.00 in September 2021, which totals \$1,000.00 monthly. He did not make a payment in December 2021, but made two \$1,000.00 payments in January 2022, which totals \$1,000.00 monthly.
21. The Respondent only paid \$500.00 in February 2022. He paid \$1,000.00 monthly in March, April, and May, \$500.00 in June, and \$1,500.00 in July. The Applicant adduced a bank statement corroborating the payments from April through July, 2022.
22. The Applicant testified that the Respondent has not made any payment since July, 2022. The bank record shows continuing \$1,000.00 monthly deposits, but the Applicant testified that he made the deposits himself, to cover the mortgage and utilities because the Respondent had stopped paying.

23. The Respondent disputed that he had ever paid \$1,000.00 monthly. His testimony was incoherent and self-contradictory. He testified that he had never made payments into the bank account, but also that he paid “varying amounts to cover the bills and mortgage.” When asked what amounts he had paid, and when, he had no answer. He did not provide any records. When asked, he said that his most recent payment was “around 2021” which was consistent with the Landlord’s testimony that the last payment was in July 2022.
24. I find the Landlord’s testimony to be credible. It was clear, precise, and corroborated. I do not find the Respondent’s testimony to be credible. I find that the Respondent made the payments that the Applicant says he made.

The payments were rent

25. The Respondent argues that he payments he made were not rent. Rather, he says that they were contributions he made to the mortgage and utilities in his capacity as a beneficial co-owner of the property.
26. I am satisfied that the payments were rent. Monthly rent was owing under the tenancy agreement. It is only reasonable to conclude that the Respondent’s payments were made pursuant to that agreement. If they were not, then the Respondent would now owe rent arrears of \$925.00 monthly from 2009 onwards, a debt of roughly \$180,000.
27. The Respondent’s position that his payments were not rent is premised on his position that he was not a tenant. Having found that he was a tenant, it follows that his payments were rent. It does not matter that the Applicant used the funds to pay for mortgage and utilities expenses. It is normal for landlords to use rents received to pay household expenses (*Pornaras* at para 19).

Amount of the lawful rent

28. In 2009, the lawful rent was \$925.00. At some point prior to 2021, the Respondent started paying \$1,000.00. The increase may have been unlawful or void at the time it was taken.
29. However, the Respondent did not challenge the lawfulness of the \$1,000.00 rent within one year of it being charged. Consequently, it is deemed to be lawful pursuant to section 136(1) of the RTA. As well, the Respondent paid the \$1,000.00 rent for more than 12 consecutive months, from January 2021 through January 2022. Consequently, the increase is deemed not to be void pursuant to section 135.1 of the RTA.
30. The lawful rent is \$1,000.00.

Quantum of arrears

31. In October, 2025, the Applicant served an N4 notice to terminate the tenancy. At that time, the Respondent owed 39 months’ rent, having made no payments from August 2022 through October 2025. He also owed a \$500.00 shortfall from February, 2022. The total amount owing was \$39,500.00. The N4 correctly set out those amounts.
32. At the hearing, the Respondent insisted that there were errors in the Applicant’s calculations and that the amount claimed was too high. However, he was not able to

identify any error in the calculation. I went through the amounts in the N4 and confirmed that they are correct based on the payments the Respondent made. The Respondent still could not identify any calculation error. He maintained that the calculations were incorrect, and said that he did not understand the calculations.

33. Respectfully, the N4 was simple and clear, and consistent with the Applicant's testimony and bank records. It is unfortunate that the Respondent does not understand how the amount owing was calculated, but the calculations are correct.
34. Since the N4 was served, a further five months' rent has come due. No further payments have been made. The arrears stand at \$44,500.00. The Respondent also owes the Applicant his filing fee of \$186.00 for this application.
35. The Applicant says that there is no rent deposit, and the Respondent did not adduce any evidence of a deposit.

Should eviction be refused?

36. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the RTA, and find that it would be unfair to refuse relief pursuant to subsection 83(1)(a) of the RTA.
37. The Respondent wants to remain in the unit. I invited him to propose payments towards the rent and arrears. He said that he would make payments, although he characterized them as mortgage and utilities payments as he maintained his position that he was not a tenant. However, he refused to say what amounts he would pay. When asked, he said he had "no idea" and would "give him something."
38. The Respondent has not made any payment since 2022. I am not satisfied that he intends to make any payment, let alone payments sufficient to cover the ongoing rent. It would be unfair to the Applicant to continue the tenancy where the rent and arrears are very unlikely to be paid.

Should eviction be postponed?

39. It would also be unfair to postpone eviction pursuant to subsection 83(1)(b) of the RTA. When asked, the Respondent requested a one-year delay. This was not a reasonable request, and reflected his position, which had already been rejected, that he was not a tenant and should not be evicted at all. It was not a good-faith proposal for a reasonable delay.
40. More importantly, the Respondent refused to specify any payments he would make towards the rent or arrears while the tenancy continued.
41. It would be unfair to the Applicant to postpone eviction where doing so would result in further arrears accruing. A standard order will issue terminating the tenancy in eleven days unless the full balance is paid.

It is ordered that:

1. The review is granted. Order LTB-L-090925-25, issued on February 4, 2026, is cancelled and replaced by this order.
2. The tenancy between the Applicant and the Respondent is terminated unless the Respondent voids this order.
3. **The Respondent may void this order and continue the tenancy by paying to the Applicant or to the LTB in trust:**
 1. \$45,686.00 if the payment is made on or before April 12, 2026. See Schedule 1 for the calculation of the amount owing.
4. The Respondent may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Respondent has paid the full amount owing as ordered plus any additional rent that became due after April 12, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Respondent may only make this motion once during the tenancy.
5. **If the Respondent does not pay the amount required to void this order the Respondent must move out of the rental unit on or before April 12, 2026.**
6. If the Respondent does not void the order, the Respondent shall pay to the Applicant \$44,508.00. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
7. The Respondent shall also pay the Applicant compensation of \$32.88 per day for the use of the unit starting March 26, 2026 until the date the Respondent moves out of the unit.
8. If the Respondent does not pay the Applicant the full amount owing on or before April 12, 2026, the Respondent will start to owe interest. This will be simple interest calculated from April 13, 2026 at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before April 12, 2026, then starting April 13, 2026, the Applicant may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Applicant on or after April 13, 2026.

April 1, 2026

Date Issued

Dale Whitmore

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 13, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Respondent must pay to void the eviction order and continue the tenancy if the payment is made on or before April 12, 2026

Rent Owing To April 30, 2026	\$45,500.00
Application Filing Fee	\$186.00
Total the Respondent must pay to continue the tenancy	\$45,686.00

B. Amount the Respondent must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$44,322.00
Application Filing Fee	\$186.00
Total amount owing to the Applicant	\$44,508.00
Plus daily compensation owing for each day of occupation starting March 26, 2026	\$32.88 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	