



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-107266-25

In the matter of: 108, 109 JAMESON AVE
TORONTO ON M6K2X2

Between: 109 JAMESON INC. Landlord

And

DALE WILLIAMS Tenant

109 JAMESON INC. (the 'Landlord') applied for an order to terminate the tenancy and evict DALE WILLIAMS (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 16, 2026.

The Landlord's Legal Representative, Sabrina Marchionne, and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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 Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,362.25. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$44.79. This amount is calculated as follows: \$1,362.25 x 12, divided by 365 days.
5. The Tenant has paid \$3,480.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$2,293.87.
7. The Tenant disputed the amount of the arrears. The Tenant testified that the rent includes parking and the Landlord should not be charging for parking as he has not been using the parking spot since December 2021. The Landlord's Legal Representative testified that they never received notice from the Tenant to cancel the parking spot and that they cannot remove the amount for parking until the Tenant has put in a formal request.

8. Based on the evidence provided by the parties, and the fact the Tenant has not provided any documentary support, I find on a balance of probabilities that the Tenant has not established that the amount of the rent or the arrears are not correct. Therefore, I find that the arrears to March 31, 2026 are \$2,293.87.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,340.00 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 if the tenancy is terminated.
11. Interest on the rent deposit, in the amount of \$5.78 is owing to the Tenant for the period from January 1, 2026 to March 16, 2026.

Section 83 Considerations:

12. The Tenant testified that he is receiving Ontario Works (OW) and he is on a subsidy program where \$600.00 per month is paid towards his rent and the Tenant has to pay the remaining balance. The Tenant testified that he was advised by OW that he could get an arrears payment if the total arrears were under \$3,000.00. The Tenant further testified that if OW will not cover the arrears, he would get a loan. The Tenant testified it would take up to 6 weeks to determine if he was eligible for OW to pay his arrears, but he had not yet applied for the program.
13. The Tenant further testified that if he is evicted that he would probably end up going to a shelter. The Tenant testified he has ongoing knee and shoulder problems that impact him.
14. The Landlord is seeking a standard 11-day order. In the alternative, they asked that an eviction be delayed no longer than 30 days, as the Tenant had not yet contacted his worker about getting help with the arrears.
15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until April 30, 2026 pursuant to subsection 83(1)(b) of the Act.
16. I accept the Tenants evidence that he will be impacted by an eviction and that he has health issues that would impact his ability to move, despite no documentary evidence being provided. The Tenant did not have an explanation as to why he had not sought eligibility through OW for his arrears to be paid, however, I am prepared to provide a short delay in the event that he can receive assistance for the arrears. However, given that the arrears are not insignificant, it would be unfair to delay the eviction longer.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$3,842.12 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after April 30, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before April 30, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$488.48. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$44.79 per day for the use of the unit starting March 17, 2026 until the date the Tenant moves out of the unit.
 7. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 9. 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 May 1, 2026.

April 1, 2026
Date Issued

Allana McComb
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 November 1, 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 Tenant 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	\$7,136.12
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,480.00
Total the Tenant must pay to continue the tenancy	\$3,842.12

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

Rent Owing To Hearing Date	\$5,128.26
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,480.00
Less the amount of the last month's rent deposit	- \$1,340.00
Less the amount of the interest on the last month's rent deposit	- \$5.78
Total amount owing to the Landlord	\$488.48
Plus daily compensation owing for each day of occupation starting March 17, 2026	\$44.79 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	