Order under Section 69
Residential Tenancies Act, 2006

Citation: 1704580 ONTARIO LIMITED O/A MERL PROPERTIES v SMITH, 2026 ONLTB 26259
Date: 2026-03-27
File Number: LTB-L-003279-26-HR

In the matter of: 1110, 1385 MIDLAND AVE
TORONTO, ON M1P3B8

Between: 1704580 ONTARIO LIMITED o/a MERL PROPERTIES — Landlord

and

ROBERT SMITH
MELISSA MAYE — Tenants

HEARING ORDER

1704580 ONTARIO LIMITED o/a MERL PROPERTIES (the 'Landlord') applied in a L1 application seeking an order to terminate the tenancy and evict ROBERT SMITH and MELISSA MAYE (the 'Tenants') because the Landlord claimed the Tenants did not pay the rent that they owe.

This application was heard by videoconference on February 18, 2026. The Landlord's legal representative Andrew Hyland (paralegal) attended the hearing. The Tenant Melissa Maye attended the hearing and spoke to tenant duty counsel before the hearing started.

As of 3:21pm (the hearing was scheduled to start at 1pm) the Tenant Robert Smith was not present or represented at the hearing although properly served with notice of this hearing by the LTB. The LTB mailed the Tenant Robert Smith with the notice of hearing to the rental unit address on February 17, 2026 (which was deemed served on February 22, 2026). There was no record of a request to adjourn or reschedule the hearing. As a result, the hearing proceeded with only the Landlord's and Tenant Maye's evidence.

Determinations:

1. I am satisfied from the Certificate of Service that the Landlord served both 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 monthly rent when the L1 application was filed was $1,676.03. The lawful monthly rent changed to $1,711.22 starting February 1, 2026. The monthly rent is due on the first (1st) day of each month.

4. Based on the current monthly rent, the daily rent/compensation is $56.26. This amount is calculated as follows: ($1,711.22 x 12 months), divided by 365 days.

5. The Tenants have not made any payments since the application was filed.

6. The current rent arrears owing up to March 31, 2026 is $8,981.11.

7. The Landlord incurred costs of $186.00 for filing the application and is entitled to reimbursement of those costs.

8. There is no last month's rent deposit.

9. The Tenant Maye agreed with the amount of rent arrears and filing fee owing.

10. 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.

11. The Landlord is a corporation with several dozen units within this high-rise building. The Landlord sought a standard order because there have been no payments since the application was filed; however, was open to the discretion of the Board.

12. The Tenant Maye requested that the tenancy be preserved; or if she were going to be evicted to give as much time to move as possible. She testified that the joint Tenant is her ex-husband and they are currently not allowed to speak due to family law court proceedings. The difficulty with paying rent started when the joint Tenant left and he did not keep paying rent or other expenses. The Tenant Maye testified that she was hoping to receive help from her father (the superintendent of the same building). She used to work at Amazon but was on a leave of absence for about a year. She only recently returned to work part time January 1, 2026. She started working fulltime about a month ago. Her income was approximately $4,500.00 net per month (including child benefits). She expects to start receiving child support from the joint Tenant but the matter is currently in court. She was drowning in debt but advised she would like to start putting money aside for rent and her father could help out by paying off the arrears. She has three children aged 13 and twins aged 10.

13. The Tenant Maye did not provide any corroborating evidence to satisfy me that there is any reasonable prospect for her to meet any repayment conditions. Her hopes to receive financial aid from her father were speculative with no concrete amounts, dates, or details. Her own income situation at the moment is strained due to her recent return to work, caring for her 3 children alone, losing the dual income that her ex-husband used to provide, and no concrete timelines or court orders enforcing child support. In her current situation, it would be unreasonable to expect her to be able to pay back any rent arrears, let alone ongoing monthly rent. Even thought she returned to work part time at the beginning of the year, and fulltime about a month ago, she has done nothing leading up to the hearing date, to make any good faith payments of either ongoing monthly rent (even a partial payment), or any repayment of the arrears.

14. Based on the all the circumstances, I find it would be unfair to grant relief from eviction. It would not make sense to impose a payment plan of any kind when the Tenant Maye is struggling financially, and there is no financial contribution being made by the Tenant Smith who did not even attend the hearing.

15. That only leaves the prospect of ordering an eviction. The Tenant Maye requested at least until the end of the school year; however, I find this would be too long of a postponement for eviction, given that no rent at all has been paid since December 1, 2025. Any delay of eviction would likely result in growing rent arrears. A standard order was requested, but that would only provide 11 days, which I find is too short. Since the Tenant Maye seems to have an immediate family member close by (her father is the superintendent in the same building), I find she likely has support nearby to be able to assist her with either voiding the order, or moving out. I will grant an extension to the end of April, 2025. The Tenants will have until April 30, 2026 to vacate the rental unit, or to pay off the arrears and costs owing, in order to void the eviction order.

It is ordered that:

16. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.

PAY AND STAY OPTIONS

17. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- **$9,167.11*** if the payment is made on or before March 31, 2026 (see Schedule 1 section A for how this amount was calculated);

OR

- **$10,878.33**** if the payment is made after March 31, 2026 but on or before April 30, 2026 (see Schedule 1 section B for how this amount was calculated).

18. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after April 7, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.

PAY AND GO OPTION

19. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before April 30, 2026 (the extended termination date).**

20. If the Tenants do not void the order, the Tenants shall pay to the Landlord **$10,878.33***.** This amount includes rent arrears owing up to the date of the extended termination date

and the cost of filing the application (see Schedule 1 section C for how this amount was calculated).

21. If the Tenants do not vacate the rental unit by the extended termination date, the Tenants shall also pay the Landlord compensation of $56.26 per day for the use of the unit starting May 1, 2026 until the date the Tenants actually move out of the unit or get evicted through Sheriff enforcement.

22. If the Tenants do not pay the Landlord the full amount owing on or before April 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.

23. 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.

24. 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.

March 27, 2026
Date Issued

Michelle Tan
Vice Chair, 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

PAY AND STAY OPTIONS

A. **Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026**

Rent Owing To March 31, 2026	$8,981.11
Application Filing Fee	$186.00
Total the Tenants must pay to continue the tenancy	**$9,167.11***

B. **Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made after March 31, 2026 but on or before April 30, 2026**

Rent Owing To April 30, 2026	$10,692.33
Application Filing Fee	$186.00
Total the Tenants must pay to continue the tenancy	**$10,878.33****

PAY AND GO OPTIONS

C. **Amount the Tenants must pay if the tenancy is terminated**

Rent Owing To the Extended Eviction Date (April 30, 2026)	$10,692.33
Application Filing Fee	$186.00
Total amount owing to the Landlord	**$10.878.33*****
Plus daily compensation owing for each day of occupation starting May 1, 2026 until the rental unit is vacated **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is $50,000.00.	$56.26 (per day)