



Order under Section 69 Residential Tenancies Act, 2006

Citation: Parc Beausoleil v Labelle, 2026 ONLTB 26237

Date: 2026-04-07

File Number: LTB-L-004981-26

In the matter of: 79, 10 Heney St.
Ottawa ON K1N5V4

Between: Cooperative Parc Beausoleil Landlord

And

Guy Labelle Tenant

Cooperative Parc Beausoleil (the 'Landlord') applied for an order to terminate the tenancy and evict Guy Labelle (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 24, 2026.

The Landlord's Representative, Michel Emard, 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 \$600.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$19.73. This amount is calculated as follows: \$600.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. It was undisputed that the rent arrears owing to March 31, 2026, are \$4,200.00.
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.

Relief from eviction

9. The Tenant testified that he currently does not have the ability to pay the ongoing rent. The Tenant testified that he lost his job and unfortunately does not have sufficient income to cover his current expenses and cannot provide a reasonable repayment plan even if he were able to cover ongoing rent and his current expenses.
10. As such, I am not satisfied that the tenancy is viable based on the Tenant's own testimony that he has insufficient resources to cover ongoing rent and the arrears. The question is therefore whether it is fair in the circumstances to delay the eviction.
11. The Tenant testified that he has health issues and very limited mobility due to some injuries. The Tenant testified that he is currently waiting for a specialist to have some surgeries done. The Tenant also testified that he has not applied to any rent banks or for any other financial assistance. The Tenant testified that it is just himself living in the rental unit and he would like until May 1, 2026, to find a new rental unit.
12. The Landlord's Representative provided that the Landlord had no issues with allowing the Tenant until May 1, 2026, to find a new rental unit.
13. Given the Tenant's circumstances and request and the Landlord's agreement, 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 May 1, 2026, pursuant to subsection 83(1)(b) of the Act.
14. This will give the Tenant time to find a new rental unit or to make arrangements to pay the arrears in full and void the order to continue the tenancy.

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:**
 - \$4,986.00 if the payment is made on or before April 18, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$5,586.00 if the payment is made on or before May 1, 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 May 1, 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 May 1, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,259.52. 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.
6. The Tenant shall also pay the Landlord compensation of \$19.73 per day for the use of the unit starting March 25, 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 May 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 2, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 1, 2026, then starting May 2, 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 2, 2026.

April 7, 2026
Date Issued

Nicole Pedron
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 2, 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 30, 2026

Rent Owing To April 30, 2026	\$4,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$4,986.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 1, 2026

Rent Owing To May 31, 2026	\$5,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$5,586.00

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

Rent Owing To Hearing Date	\$4,073.52
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$4,259.52
Plus daily compensation owing for each day of occupation starting March 25, 2026	\$19.73 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	