



Order under Section 69 Residential Tenancies Act, 2006

Citation: Wu v Cadarian, 2026 ONLTB 26853

Date: 2026-04-01

File Number: LTB-L-109336-25

In the matter of: The back room on the right by the kitchen,
1032 Felix Ave
Windsor ON N9C3L5

Between: Carrie Wu Landlord

And

Michelle Cadarian Tenants
Peter Cadarian

Carrie Wu (the 'Landlord') applied for an order to terminate the tenancy and evict Michelle Cadarian and Peter Cadarian (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (L1 Application); and
- the Tenants has been persistently late in paying the Tenants' rent; (L2 Application).

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

The Landlord, the Landlord's Representative, Ghadeer Jwad, and the Tenant, Michelle Cadarian, ("MC") attended the hearing

Determinations:

L1 Application – Non-Payment of Rent

1. The Landlord served the 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 rent is \$800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$26.30. This amount is calculated as follows: \$800.00 x 12, divided by 365 days.

5. The Tenants have not made any payments since the application was filed.
6. It was undisputed that the rent arrears owing to March 31, 2026, are \$4,000.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$800.00 from the Tenants 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.
9. Interest on the rent deposit, in the amount of \$19.98 is owing to the Tenants for the period from January 15, 2025, to March 24, 2026.

L2 Application – Persistent Late Payment of Rent

10. It was undisputed that the rent is due on the 1st day of each month. The rent had been paid late 2 times in the five months preceding the N8 notice and not at all 3 out of five months preceding the N8 notice.
11. The Divisional Court in *Parousis v. Centurion Property Associates Inc.*, 2025 ONSC 6864, has held that “[a]ny non-payment of rent is rent that is both (i) late and (ii) in arrears, until that rent is paid.”
12. As such, I am satisfied that the Tenants have been late with their rent payments five times preceding the N8 notice. I am also satisfied that it is a pattern of persistent late payment.
13. After the N8 was served, the Tenants continued to not pay any rent.

Relief from Eviction

14. MC testified that the Tenants pay their ongoing rent as of April 1, 2026, and that they can make an emergency withdrawal from Peter Cadarian’s pension which would take 3-5 business days and would enable them to pay their arrears in full. MC also testified that the Tenants would be open to a 12-month pay on time order. MC testified that the Tenants have mental health issues and need to stay in the rental unit. MC testified that they would have the pension payment no later than April 15, 2026.
15. The Landlord’s Representative provide that a standard 11 day voidable order would be sufficient time to allow the Tenants to do the pension withdrawal. The Landlord’s Representative also indicated that the Landlord was not open to a pay on time order and was seeking an eviction on the L2 as the Tenants continually come up with excuses and the Landlord is financially prejudiced if the tenancy continues. The Landlord’s Representative did provide this is the first time the Tenants have been before the Board on an N8 notice.
16. The Act, like all legislation in the Province of Ontario, is remedial. In *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) (“*Matthews*”), the Court of Appeal for Ontario ruled, at paragraph 22: “Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its

objectives.” At paragraph 32, the Court of Appeal concluded: “The purpose of the legislation is to provide protection to tenants.”

17. The Court of Appeal for Ontario’s reasons in *Matthews* is consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of Act is to promote security of tenure.
18. I therefore find that terminating a tenancy and evicting a tenant from a rental unit is a remedy of last resort.
19. I am satisfied that the Tenants should be permitted until April 15, 2026, to void the L1, it is only a few more than the standard order and allows for a few extra days in case there are issues with the pension withdrawal.
20. I am also satisfied that if the Tenants are able to void the L1 portion of the order that they should be permitted a chance to preserve the tenancy by having a one year pay on time conditional order. This is the Tenants’ first time with a persistent late payment issue and have indicated their willingness to pay on time and should be given a chance to do so. Any prejudice to the Landlord is minimized by the section 78 clause that will be included in the conditional order.
21. As such, as it pertains to L1, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until April 15, 2026, pursuant to subsection 83(1)(b) of the Act.
22. Should the Tenant void the L1, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

L1 Application – Non-Payment of Rent

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants 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 15, 2026. See Schedule 1 for the calculation of the amount owing.
3. 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 15, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **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 15, 2026.**

5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$3,197.22. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$26.30 per day for the use of the unit starting March 25, 2026, until the date the Tenants move out of the unit.
7. If the Tenants does not pay the Landlord the full amount owing on or before April 15, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 16, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 15, 2026, then starting April 16, 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 April 16, 2026.

L2 Application – Persistent Late Payment of Rent

10. If the Tenants void the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
11. The Tenants shall pay the Landlord the monthly rent due on or before the first day of the month for the period May 1, 2026, to April 1, 2027.
12. If the Tenants fails to make any of the payments in paragraph 11 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenants, for an order terminating the tenancy and evicting the Tenants.

April 1, 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 of the Tenants expires on October 16, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before April 15, 2026

Rent Owing To April 30, 2026	\$4,800.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants is entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$4,986.00

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

Rent Owing To Hearing Date	\$3,831.20
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$800.00
Less the amount of the interest on the last month's rent deposit	- \$19.98
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants is entitled to	- \$0.00
Total amount owing to the Landlord	\$3,197.22
Plus daily compensation owing for each day of occupation starting March 25, 2026	\$26.30 (per day)