



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

File Number: LTB-L-104285-25

In the matter of: Main, 83 Fourth Avenue
SCHUMACHER ON P0N1G0

Between: 2388260 Ontario Limited Landlord

And

Raymond Lebreton Tenant

2388260 Ontario Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Raymond Lebreton (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 2, 2026.

The Landlord's Agent, Lyn Lebeau, the Landlord's witness, David Oldfield, the Tenant's Legal Representative, Julie Ellery, 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 \$1,800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$59.18. This amount is calculated as follows: \$1,800.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,037.00 to the Landlord since the application was filed.
6. At the hearing, the parties consented to provide the Tenant a credit of \$1,000.00. The credit is in relation to s. 82 issues in relation to maintenance issues the Tenant intended to raise. The maintenance issues filed by the Tenant to this application were in relation to sewer back up from June 26, 2025, mice infestation January 1, 2025, harassment, noise disruption etc., from February 2025, and water damage to ceiling and wall on February 21, 2026.

7. The rent arrears owing to March 31, 2026 are \$10,163.00, which are not disputed.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,800.00 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.
10. Interest on the rent deposit, in the amount of \$96.32 is owing to the Tenant for the period from January 1, 2024 to March 2, 2026.

Relief from eviction

11. The Tenant sought a payment plan to satisfy the arrears but would not offer any specific details regarding any proposed installment amounts or deadlines as the Tenant testified that he is currently not employed and he cannot afford any ongoing rent in full and on time in relation to s.78 terms. In the alternative, the Tenant sought 4-5 months delayed termination as he has 2 children residing with him part time.
12. The Landlord was not agreeable to a payment plan, unless ongoing rent was paid in full and on time, which the Tenant testified he was not able to pay.
13. I am not satisfied it is appropriate to order any relief from eviction including a payment plan, as the Tenant did not provide sufficient information to warrant relief. The Tenant did not satisfy me that he is able to comply with a payment plan with concrete payments and due dates. According to the Tenant's evidence, he cannot afford the rent, and I am not satisfied that he is able to afford payments toward the arrears. If the tenancy was to continue, I find it is more likely than not that the arrears would continue to grow.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:**
 - \$12,149.00 if the payment is made on or before April 12, 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 12, 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 12, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,771.04. 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 \$59.18 per day for the use of the unit starting March 3, 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 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 13, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 12, 2026, then starting April 13, 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 13, 2026.

April 1, 2026
Date Issued

Samantha Greaves
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 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	\$15,000.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,037.00
Less the amount of the credit that the Tenant is entitled to	- \$1,000.00
Total the Tenant must pay to continue the tenancy	\$12,149.00

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

Rent Owing To Hearing Date	\$11,518.36
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,037.00
Less the amount of the last month's rent deposit	- \$1,800.00
Less the amount of the interest on the last month's rent deposit	- \$96.32
Less the amount of the credit that the Tenant is entitled to	- \$1,000.00
Total amount owing to the Landlord	\$6,771.04
Plus daily compensation owing for each day of occupation starting March 3, 2026	\$59.18 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	