



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

File Number: LTB-L-105777-25

In the matter of: 4435 FIFTH AVE
NIAGARA FALLS ON L2E4R3

Between: Atrium Mortgage Investment Corporation Landlord

And

Sterling Peterson Tenant
Leah Peterson

Atrium Mortgage Investment Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Sterling Peterson and Leah Peterson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 23, 2026.

The Landlord's agent Phil Fiuza, the Landlord's legal representative Thom Harley and the Tenant Leah Peterson attended the hearing.

Preliminary Issue:

1. During the hearing, the Tenant attempted to raise maintenance issues relating to the condition of the rental unit, including a sewage backup, a leaking roof, and windows that do not open. These issues fall within the types of matters that may be raised under section 82 of the *Residential Tenancies Act, 2006* (the 'Act') in response to an application for rent arrears. However, Rule 19 of the Board's Rules of Procedure requires that a tenant who intends to raise issues under section 82 must provide advance written notice to the landlord and to the Board before the hearing. This notice must describe the issues the tenant intends to raise and any remedy the tenant will seek.
2. The Tenant acknowledged that no such written notice was provided to the Landlord or to the Board prior to the hearing. The Tenant also confirmed that she did not file a tenant application relating to these concerns. The purpose of the notice requirement is to ensure procedural fairness by allowing the landlord a reasonable opportunity to prepare a response to the allegations. In the absence of proper notice, permitting the Tenant to raise these issues at the hearing would be unfairly prejudicial to the Landlord. For these reasons, I declined to consider the Tenant's maintenance concerns under section 82 of the Act in this proceeding. This finding does not prevent the Tenant from filing her own

application with the Board to address any maintenance concerns she believes exist in the rental unit.

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 \$2,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2026, are \$15,400.00. The Tenant confirmed the arrears claimed by the Landlord to be correct and did not dispute the amount of arrears claimed.
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's maintenance issues were explored briefly for the purpose of examination under section 83 of the Act and mandatory relief from eviction. During cross examination, the Tenant acknowledged that she has no records of communicating these maintenance concerns to the Landlord prior to the mortgagee taking possession of the property. The Tenant stated that any communication about the issues was done in person but could not recall specific dates or details of any reports. The Tenant also acknowledged that the sewage backup occurred only once and that the issue was resolved after a plumber attended. The Tenant further confirmed that the rental unit has not been rendered uninhabitable and that the household continues to reside in the unit, although the basement cannot currently be used. Having considered this evidence, I am not satisfied the Landlord's request for termination of the tenancy is barred under section 83.
10. The Tenant testified that her husband is employed full-time and that she is currently unemployed and seeking work. The Tenant stated that the household's net monthly income is approximately \$5,500.00. The Tenant testified that the household consists of six people, including four children. The Tenant stated that the household's monthly expenses include approximately \$150.00 for hydro, \$100.00 for internet, \$150.00 for cell phones, \$600.00 for a car payment, \$280.00 for car insurance, \$200.00 for gasoline, \$600.00 for food, and approximately \$85.00 for Enbridge gas.

11. The Tenant acknowledged that the rent arrears claimed by the Landlord are correct. The Tenant did not propose a payment plan to address the arrears. While I acknowledge the Tenant's household expenses and the presence of children in the household, the Tenant did not provide evidence demonstrating an ability to repay the arrears within a reasonable period of time in addition to paying the ongoing rent. In the absence of a proposed repayment plan or evidence demonstrating that the arrears could be addressed within a reasonable timeframe, I am not satisfied that it would be appropriate to grant relief from eviction.
12. 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:**
 - \$17,786.00 if the payment is made on or before April 13, 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 13, 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 13, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$15,049.59. 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 \$72.33 per day for the use of the unit starting February 24, 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 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 14, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 23, 2026, then starting April 14, 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 14, 2026.

April 2, 2026
Date Issued

Nathan Korenberg
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 14, 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 13, 2026

Rent Owing To April 30, 2026	\$19,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$19,986.00

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

Rent Owing To Hearing Date	\$14,863.59
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$15,049.59
Plus daily compensation owing for each day of occupation starting February 24, 2026	\$72.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	