



Order under Section 69 Residential Tenancies Act, 2006

Citation: RESE HOLDINGS INC. v SMITH, 2026 ONLTB 27895

Date: 2026-04-07

File Number: LTB-L-101113-25

In the matter of: 92 HODGSON DR
BARRIE ON L4N9V2

Between: RESE HOLDINGS INC. Landlord

And

JOHN SMITH Tenant

RESE HOLDINGS INC. (the 'Landlord') applied for an order to terminate the tenancy and evict JOHN SMITH (the 'Tenant') because:

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

This application was heard by videoconference on February 5, 2026.

The Landlord's Agent Rob Hilton, the Landlord's Legal Representative, Nicole Fazzari and the Tenant attended the hearing. The Tenant spoke to Tenant Duty Counsel prior to the start of this proceeding.

Determinations:

L1 Application – Non-Payment of Rent

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 \$2,266.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$74.50. This amount is calculated as follows: \$2,266.00 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 \$8,972.00.
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 \$2,266.00 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.
9. Interest on the rent deposit, in the amount of \$4.69 is owing to the Tenant for the period from January 1, 2026 to February 5, 2026.
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 May 31, 2026, pursuant to subsection 83(1)(b) of the Act. This extension of time accounts for both parties' evidence in relation to their financial circumstances.
11. The Landlord's Legal Representative submitted that the parties have attempted to work out a payment plan to no avail, since the application was filed. The Tenant's evidence in relation to entering a payment plan illustrated that a payment plan would not be viable given the Tenant's current life circumstances, new employment status as of the hearing, income sources and monthly expenses. The Tenant would have difficulty covering the monthly rent, his other expenses, let alone the arrears.
12. The Tenant testified to the impact an eviction would have on him, given his recent medical tribulations and cited his medical issues for the arrears in this application. The Tenant further explained he is in a single earning household, and often is financially aided by his adult children, and he has significant connection to the community given his tenure of tenancy of almost 16 years. Thus, the Tenant requested an extended eviction, if a payment plan was not ordered, but did not specify the length of the extension required. The Tenant also testified to the financial challenges looking for a new home would bring and that an eviction could render him unhoused.
13. In response to questioning from the Board, the Landlord's Legal Representative explained that any further delay in granting the application would be financial prejudicial to the Landlord, and that the Landlord relies on rent to pay expenses related to the rental unit. Further the Landlord's Legal Representative submitted to the Board the history of applications in relation to this tenancy, and that in her opinion a payment plan was not viable and sought a standard order.
14. Considering all of the evidence and, notwithstanding the Landlord may face some financial prejudice, I find that, pursuant to subsection 83(1)(b) of the Act that it would not be unfair to the Landlord to delay the eviction until May 31, 2026, due to the significant impact an early eviction would have on the Tenant given his recent medical misfortunes.

15. Given the Tenant's connection to the community and his long tenure of tenancy, I am satisfied that he may experience challenges securing housing that fits his needs such that more time is required. By contrast, the Landlord, while I acknowledge may face further financial prejudice, the Landlord is holding the last month's rent deposit and after considering the totality of the circumstances I conclude that delaying eviction to May 31, 2026, is fair and appropriate, however delaying the eviction any further would not be appropriate.
16. The extension of time will provide the Tenant time to secure his future income sources/funds to pay the arrears or to find a new place to live.

L2 Application – Persistent Late Payment of Rent

17. The Tenant was in possession of the rental unit on the date the application was filed.
18. This is a month-to-month tenancy. Rent is due on the first of the month.

Persistent Late Payment

19. For the reasons that follow, I find that the Tenant has persistently paid rent late.
20. On November 10, 2025, the Landlord served the Tenant an N8 notice of termination, pursuant to the Rules of Procedure of the Landlord and Tenant Board.
21. I find that the N8 notice is in compliance with the *Residential Tenancies Act, 2006* ('Act'); the notice was given at least 60 days before the termination date (January 31, 2026) and the termination was the last day of a rental period.
22. Based on the Landlord's Legal Representative's submissions, from November 2024 to November 2025, the Tenant had not paid rent when it was due 10 out of 13 times, however I note two of these late payments were one day late.

Relief from Eviction L2 application: Section 83 Considerations

23. 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 grant relief from eviction subject to the condition(s) set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act with respect to the L2 application.
24. Based on the Tenant's testimony, I find the Tenant will likely be able to pay rent in full and on time. I am of the view the Tenant should be afforded another opportunity to continue the tenancy provided he meets the conditions set out below, and that doing so would not be unfair. I make this finding for several reasons.
25. First, the Divisional Court has affirmed, on numerous occasions, that eviction is a remedy of last resort. To take just two examples:

Eviction should be ordered as a last resort after carefully considering Section 84 [now 83] of the Act (*Britannia Glen Co-operative Homes v. Singh*, cited in *Toronto Community Housing Corp. v. Thompson*, [2003] O.R.H.T.D. No. 145).

To put somebody out of their home must, in my view, call for clear and compelling circumstances that it is no longer possible for the arrangement to continue (*Langford v. Phipps*, [1992] O.J. No. 4184 (Ont. Gen. Div.)).

26. In other words, eviction should only be ordered if it is not possible to bring a tenancy back into good standing. In this case of persistent late payment, bringing the tenancy back into good standing is a simple matter of the Tenant starting to pay on time, which the Tenant testified he can do via his new employment and financial assistance from his adult children, given his medical condition has improved, therefore given this, it should be done rather than terminating the tenancy.
27. Second, compared to the other reasons a tenancy can be terminated, persistent late payment is a minor issue, in my opinion. In my view, it should not serve as a reason to terminate the tenancy unless it really cannot be remedied. Landlords are entitled to be paid on time, but eviction would be a serious consequence to a comparatively minor wrong.
28. Third, the prejudice to a landlord that results from a prompt payment order is minimal. The order ensures that the rent will immediately start to be paid on time. If any payment is late, the Landlord can obtain an eviction order under section 78 of the Act.
29. Finally, given the Tenant's testimony in regards to his capacity to pay the rent on time, it is not appropriate in my view to terminate the tenancy and evict the Tenant where the Tenant seems to have the financial wherewithal to pay the lawful rent when it is due.

It is ordered that:

L1 Application – Non-Payment of Rent

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:**
 - \$13,690.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$15,956.00 if the payment is made on or before May 31, 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 31, 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 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,993.81. 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 \$74.50 per day for the use of the unit starting February 6, 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 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 31, 2026, then starting June 1, 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 June 1, 2026.

L2 Application – Persistent Late Payment of Rent

10. If the Tenant voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
11. The Tenant shall pay the Landlord the monthly rent as it comes due on or before the first day of each month, commencing June 1, 2026, and for the 12 months thereafter up to and including May 1, 2027.
12. If the Tenant 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 Tenant, for an order terminating the tenancy and evicting the Tenant.

April 7, 2026
Date Issued

Panagiotis P. Roupas
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 Tenant expires on December 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

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	\$13,504.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$13,690.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing To May 31, 2026	\$15,770.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,956.00

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

Rent Owing To Hearing Date	\$7,078.50
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,266.00
Less the amount of the interest on the last month's rent deposit	- \$4.69
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$4,993.81
Plus daily compensation owing for each day of occupation starting February 6, 2026	\$74.50 (per day)