



Order under Section 69 Residential Tenancies Act, 2006

Citation: Live Well Property Management Ltd v Dimas, 2026 ONLTB 28053

Date: 2026-04-02

File Number: LTB-L-093209-25

In the matter of: 1105, 150 SANFORD AVE N
HAMILTON ON L8L5Z6

Between: Live Well Property Management Ltd Landlord

And

Chris Dimas Tenants
Ashley Vermeulen

Live Well Property Management Ltd and Live Well Property Management Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Chris Dimas and Ashley Vermeulen (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 29, 2026.

The Landlord's agent Jardena Goldshtein and the Tenant Ashley Vermeulen (the 'Tenant') attended the hearing.

Determinations:

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 \$1,700.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$55.89. This amount is calculated as follows: \$1,700.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026, are \$10,760.00.

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 \$1,700.00 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 \$23.57 is owing to the Tenants for the period from June 3, 2025, to January 29, 2026.

Section 83 Considerations

10. The Tenant testified at the hearing that they had paid \$1,200.00 prior to the hearing and had offered the Landlord a repayment plan for the arrears, whereby the Tenants would pay an additional \$600.00 per month in addition to the lawful, monthly rent.
11. The Tenant testified that she is back to working after having been in the hospital and now has an income of approximately \$5,500.00 per month to start paying rent on time and in full. No evidence of proof of employment was provided, and the Tenant was unable to accurately provide her monthly expenses in order to determine what, if any of her income is going to rent and why no rent had been paid up until the date of the hearing.
12. This tenancy is relatively short and has been in jeopardy since it started but that said, the Tenants has four children living in the unit ranging in ages from 1 to 8.
13. I am not satisfied that the Tenants were able to support their proposed payment plan and based on their short history of non-payment, I do not find the tenancy to be viable. That said, eviction will be postponed until May 31, 2026 to allow the Tenants to either void the order or find a new unit.
14. 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.

It is ordered that:

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:**
 - \$16,046.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$17,746.00 if the payment is made on or before May 31, 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 May 31, 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 May 31, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$9,143.24. 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 \$55.89 per day for the use of the unit starting January 30, 2026, until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before May 31, 2026, the Tenants 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.

April 2, 2026
Date Issued

Jagger Benham
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 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 Tenants 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	\$15,860.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$16,046.00

B. Amount the Tenants 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	\$17,560.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$17,746.00

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

Rent Owing To Hearing Date	\$10,680.81
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,700.00
Less the amount of the interest on the last month's rent deposit	- \$23.57
Total amount owing to the Landlord	\$9,143.24
Plus daily compensation owing for each day of occupation starting January 30, 2026	\$55.89 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	