



Order under Section 69 Residential Tenancies Act, 2006

Citation: Learon Limited v Margeson, 2026 ONLTB 28381

Date: 2026-04-07

File Number: LTB-L-063811-25

In the matter of: 326, 71 GUILDWOOD PKY
SCARBOROUGH ON M1E1P2

Between: Learon Limited Landlord

And

Shari Margeson Tenant

Learon Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Shari Margeson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 12, 2026.

The Landlord's legal representative Sean Beard the Tenant and the Tenant's legal representative Kevin Laforest 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 \$1,382.21. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$45.44. This amount is calculated as follows: \$1,382.21 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 March 31, 2026, are \$12,239.11.
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 \$1,327.65 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 \$5.42 is owing to the Tenant for the period from January 1, 2026, to March 12, 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 April 30, 2026, pursuant to subsection 83(1)(b) of the Act.
11. The Tenant requested relief from eviction in the form a conditional order via payment plan. The Tenant testified that the reason she fell behind in her rent is because her mother passed away in December 2024 and she had to pay her debts and funeral costs. She claimed that she can pay her rent going forward as she has recently finished paying her mother's debts as of last month – which I understand to mean February 2026. She further claimed that she has a potential roommate (Rick) who is willing to contribute \$800.00 towards the monthly rent. The Tenant is 60 years old. She claimed that she gets approximately \$1,200.00 from her long-term disability, and approximately \$368.00 from ODSP. She will potentially get another \$800.00 from Rick which will bring her total monthly income to \$2,368.00. She testified that she is willing to pay the Landlord \$800.00 per month towards the outstanding arrears. This would commence April 30, 2026, to June 30, 2027, with a final balance of \$425.11 to be paid on July 31, 2027. She will also pay the monthly rent going forward. Her monthly expenses equate to approximately \$400.00 for groceries and \$70.00 for internet/phone bills. She confirmed she does not know what her credit cards bill equates to. The Tenant argued that if the Board does not accept the proposed payment plan, then she requests a 2-month delay in eviction to find alternative accommodation. She also testified that she has been going to agencies in attempts to securing a part time position, and that she suffers from several disabilities including, ADHD and Osteoporosis.
12. The Landlord's legal representative argued that the proposed payment plan is not viable, as the duration of the proposal is approximately 15 months and the Tenant did not provide sufficient documentary evidence in support of her claims. Also, the Tenant has other debts such as credit card payments, that have not been accounted for in the monthly expenses. Thus, the proposal is not reliable. The Landlord's legal representative also claimed that the Landlord opposes the delay in eviction as the Tenant has made no good faith payments since the application was filed, and the arrears are substantial. The Landlord seeks a standard eviction order.
13. Considering all the circumstances, I find that it would not be unfair to postpone the eviction to April 30, 2026. The Tenant did not provide sufficient documentary evidence to corroborate her earnings or disabilities. Neither did the Tenant call "Rick" as a witness, to corroborate that she will receive monthly payment from this person as a source of income. This is all evidence I would have reasonably expected the Tenant to adduce in support of her claims. Furthermore, her monthly expenses are not accurate as it does not account for additional liabilities such as credit card debts. For these reasons, the Tenant's proposed payment plan is not reliable, and I place little weight on it. While I am sympathetic to the

Tenant's loss of her mother, the Tenant has not made any good faith payments since the application was filed. The amount of the arrears is substantial.

14. Ultimately, I am not satisfied that the tenancy is viable. Given the length of time that has elapsed since the hearing, the eviction is postponed to April 30, 2026. This extension will allow additional time for the Tenant to find either alternative accommodation or voiding this Order.

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:**
 - \$13,807.32 if the payment is made on or before April 30, 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 30, 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 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,255.11. 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 \$45.44 per day for the use of the unit starting March 13, 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 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 30, 2026, then starting May 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 May 1, 2026.

April 7, 2026
Date Issued

 Inderdeep Padda

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 November 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	\$13,621.32
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,807.32

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

Rent Owing To Hearing Date	\$11,402.18
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,327.65
Less the amount of the interest on the last month's rent deposit	- \$5.42
Total amount owing to the Landlord	\$10,255.11
Plus daily compensation owing for each day of occupation starting March 13, 2026	\$45.44 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	