



Order under Section 78(6) Residential Tenancies Act, 2006

Citation: Billard v Poirier, 2026 ONLTB 28689

Date: 2026-04-13

File Number: LTB-L-017671-26

In the matter of: 202A, 204 Main Street
Alexandria ON K0C1A0

Between: Alain Billard Landlords
1000288500 Ontario Inc

And

John Poirier Tenant

Alain Billard and 1000288500 Ontario Inc (the 'Landlords') applied for an order to terminate the tenancy and evict John Poirier (the 'Tenant') and for an order to have the Tenant pay compensation for damage they owe because the Tenant failed to meet a condition specified in the order issued by the LTB on September 15, 2025 with respect to application LTB-L-105252-24.

This matter was directed to a hearing to determine the total amount owing to the Landlords for compensation for damage.

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

The Landlord Alain Billard, the Landlord's Legal Representative James Moak, the Tenant and the Tenant's Legal Representative Amber Miller attended the hearing.

Determinations:

1. Order LTB-L-105252-24 provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain conditions in the order.

The breach

2. The September 15, 2025 order requires the Tenant to pay the Landlords \$886.33 for damages caused to the rental unit. The Tenant was ordered to pay this amount by

installments of \$50.00 on the first day of each month commencing October 1, 2025 and until February 1, 2027. A final payment was ordered to be made on March 1, 2027.

3. The Landlords' application under section 78 of the Act states the Tenant breached the order by failing to pay the Landlords \$50.00 on February 1, 2026. At the hearing, the Tenant acknowledged that he did not make this payment as required.
4. Based on the submissions of the parties, I am satisfied the Tenant did breach order LTB-L-105252-24 by failing to pay the Landlords \$50.00 on February 1, 2026. This application was filed within 30 days of the Tenant's breach.
5. At the hearing, the parties agreed the Tenant has paid \$350.00 towards the damage caused to the rental unit. Some of these payments were made before order LTB-L-105252-24 was issued on September 15, 2025. The parties also agreed the amount outstanding from order LTB-L-105252-24 is \$536.33.
6. The Tenant also acknowledged he did not make the required \$50.00 payments to the Landlords on March 1, 2026 and April 1, 2026.
7. The Landlords sought termination of the tenancy citing the breach of the order and because rent arrears are owing under the tenancy agreement. The Landlords submitted they have no confidence the Tenant would abide by a fresh conditional order requiring payments towards the amount for damage that remains owing.
8. The Tenant explained that in February 2026, he did not have the \$50.00 to pay to the Landlord as required by order LTB-L-105252-24. He also explained that he suffers from a learning disability and that he misunderstood statements made to him by a Member of the Board at an unrelated hearing that took place on February 11, 2026. The Tenant testified the Member on that date told him to pay his rent going forward and that he took that direction to mean the required payments under order LTB-L-105252-24 were no longer required.
9. I confirmed with the Tenant that he now understood this matter is completely separate from other matters before the Board between himself and the Landlords. The Tenant confirmed he understood that the amount outstanding is owing and must be paid to the Landlords and that this obligation is not impacted by directions or decisions made on other matters.
10. The Tenant requested relief under section 83 of the Act in the form of a new conditional order again requiring \$50.00 payments to the Landlords each month until the \$536.33 owing has been paid. I note the Tenant's proposal would essentially match the time period the parties had originally agreed to when consenting to the terms of order LTB-L-105252-24. The Landlords were opposed to the Tenant's request for conditional relief and as stated earlier, they had no confidence the Tenant would abide by a new conditional order.
11. At the hearing, I canvassed the Tenant's monthly income and expenses to determine whether the proposed payment plan was realistic and I concluded it was. I accept the Tenant was likely confused by the direction given to him with respect to an unrelated matter before the Board and that this confusion no longer exists.

12. The Tenant has lived in the rental unit for three years. He lives alone with his five cats and receives disability benefits. He stated he has a metal leg and having to move would be difficult for him.
13. 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 conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. While I can appreciate the Landlords' position, I find the Tenant now clearly understands that he must abide by Board orders and that he can afford to do so. I also note the Tenant has shown a willingness to make payments towards the damage in the past and he does not dispute the amount outstanding. Termination of the tenancy is a remedy of last resort and I find the Tenant should be provided a final opportunity to maintain his tenancy by strictly adhering to a new conditional order requiring on time payments to the Landlords for the outstanding amount for damage caused to the rental unit.
14. This order replaces order LTB-L-105252-24.

It is ordered that:

1. Order LTB-L-105252-24 is cancelled and replaced with the following:
2. The tenancy between the Landlords and the Tenant is preserved so long as the Tenant meets the following conditions:
3. The Tenant shall pay to the Landlords \$536.33. This amount represents the unpaid compensation for damage.
4. The Tenant shall pay the amount set out in paragraph 3 of this order in accordance with the following schedule:
 - a) \$50.00 on the first day of each month for ten consecutive months, commencing May 1, 2026 and until February 1, 2027.
 - b) \$36.33 on March 1, 2027.
5. If the Tenant fails to make any of the required payments in accordance with this order, the Landlords may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlords must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

April 13, 2026
Date Issued

John Cashmore
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.