



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: SERVICES AND HOUSING IN THE PROVINCE v CADORE, 2026 ONLTB 28902

Date: 2026-04-07

File Number: LTB-L-005107-26-RV

In the matter of: 817, 247 QUEEN STREET EAST
BRAMPTON ON L6W0B8

Between:	SERVICES AND HOUSING IN THE PROVINCE	Landlord
	And	
	MCKASEY GEORGE CADORE	Tenant

Review Order

SERVICES AND HOUSING IN THE PROVINCE (the 'Landlord') applied for an order to terminate the tenancy and evict MCKASEY GEORGE CADORE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. The Landlord also claimed charges related to NSF cheques.

This application was resolved by order LTB-L-005107-26, issued on April 2, 2026.

On April 6, 2026, the Tenant requested a review of the order.

A preliminary review of the review request was completed without a hearing.

Reasons:

1. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.
2. The Landlord applied to terminate the tenancy because of rent arrears. The Member found that eviction should not be postponed or refused pursuant to section 83 of the *Residential Tenancies Act, 2006* (RTA), and ordered the tenancy terminated. The Tenant requests a review of the decision, for several reasons.
3. First, the Tenant argues that the Member failed to consider all his circumstances in deciding whether eviction should be postponed or refused. In his review request, he says that he was unable to pay the rent because he lost his income for reasons that were not voluntary or within his control.
4. The Member found as follows:

Based on the Tenant's evidence, I am not satisfied that a payment plan would be appropriate because the tenancy does not appear to be viable given the Tenant's current life circumstances, employment status, income sources and monthly expenses. The Tenant would not be able to cover the monthly rent, his expenses, let alone the arrears.

5. The Tenant has not identified any error in the Member's finding. The finding is consistent with the facts the Tenant asserts on review – he concedes that his income was insufficient to pay the rent. The fact that he lost his income for reasons outside his control is irrelevant. The RTA is remedial, not punitive. The Member correctly found that the Tenant could not afford the rent, consequently that a payment plan would not be effective.
6. Second, the Tenant argues that the Member erred by refusing to consider documentary evidence supporting the reasons the Tenant lost his income. Since the reasons the Tenant lost his income were irrelevant, the Member did not err by failing to consider the evidence of those reasons.
7. Third, the Tenant argues that the Member failed to consider that the Landlord did not attempt to negotiate a payment plan pursuant to section 83(6) of the RTA. While that might have been an error, I am satisfied that it was not a serious one. The Member found that the Tenant could not afford a payment plan, consequently a payment plan would not have been ordered, regardless of whether the Landlord attempted to negotiate one prior to the hearing.
8. Fourth, the Tenant argues that the Member failed to explore potential payment plans with him at the hearing. Again, the Member considered whether to order a payment plan but found, on the evidence, that the Tenant could not afford one.
9. Fifth, the Tenant says that the Landlord argued, at the hearing, that the Member should consider the fact that the Tenant had made a consumer proposal to weigh against granting a payment plan. The Tenant argues that this was a legally incorrect way to analyse a consumer proposal. There is nothing in the Member's reasons to indicate that he accepted the Landlord's argument or adopted the proposed analysis. The fact that a party made an argument is not an error in the decision.
10. Sixth, the Tenant argues that eviction should have been postponed because he had a rent deposit. There is no merit to that argument. The deposit was not sufficient to cover the existing arrears. Postponing eviction would have caused further arrears to accrue.
11. Seventh, the Tenant argues that the Member erred by ordering eviction eleven days from the date of the order, even though there was a long weekend during that time period. There is no merit to that argument either. When eviction is not postponed under section 83, the RTA does not require any delay, but the LTB's standard practice is to allow eleven days for a tenant to receive an order. Eleven days is sufficient even if some of the days are weekends and holidays. The Member did not err by following the LTB's normal practice.

12. Based on the Tenant's submissions, I am not satisfied that the order contains a serious error. The review will be denied.

It is ordered that:

1. The request to review order LTB-L-005107-26 issued on is denied. The order is confirmed and remains unchanged.

April 7, 2026
Date Issued

Dale Whitmore
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.