



Order under Section 69 Residential Tenancies Act, 2006

Citation: Goldmar Property Management v Meanney, 2026 ONLTB 28432

Date: 2026-04-10

File Number: LTB-L-007280-26

In the matter of: 5, 924 WINDSOR AVE
WINDSOR ON N9A1K2

Between: Goldmar Property Management Landlord

And

Brandon Meanney Tenant

Goldmar Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Brandon Meanney (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 1, 2026.

The Landlord's Representative, Justin Brodie Timms-Fryer, and the Tenant 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 \$1,095.00. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent compensation is \$36.00. This amount is calculated as follows: \$1,095.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The parties agree that the rent arrears owing to April 30, 2026, are \$4,380.00.
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 \$1,095.00 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 \$7.69 is owing to the Tenant for the period from December 1, 2025, to April 1, 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 testified that he was on Employment Insurance when he moved into the rental unit which ended in December 2025. In December 2025, there was theft in the rental unit and the rent for January 2026 was stolen. Since then, the Tenant has struggled, he relapsed and has had to go back to a detox centre. The Tenant would return to work soon and would like a payment plan of \$100.00 per month starting May 1, 2026. The Tenant believes that because of his past history with the Landlord, they would not agree to a payment plan. An eviction would be detrimental to his progress. The Tenant seeks a delay to May 31, 2026.
12. The Landlord opposes such a long payment plan and since the Tenant does not have any income at the moment.
13. I find the tenancy is not feasible. The Tenant has no source of income. The payment plan is unreasonably long. Keeping the Tenant's circumstances into consideration, I am giving him time to find alternate accommodation until April 30, 2026. A further delay would be unduly prejudicial to the Landlord.

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:**
 - \$4,566.00 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 \$2,404.31. 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 \$36.00 per day for the use of the unit starting April 2, 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 10, 2026
Date Issued

Sheena Brar
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	\$4,380.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$4,566.00

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

Rent Owing to Hearing Date	\$3,321.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,095.00
Less the amount of the interest on the last month's rent deposit	- \$7.69
Total amount owing to the Landlord	\$2,404.31
Plus, daily compensation owing for each day of occupation starting April 2, 2026	\$36.00 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	