



Order under Section 69 Residential Tenancies Act, 2006

Citation: MTS PROPERTIES INC. v Marshall, 2026 ONLTB 28168

Date: 2026-04-09

File Number: LTB-L-104448-25

In the matter of: 3188 SINGLETON AVE
LONDON ON N6L0C7

Between: MTS PROPERTIES INC. Landlord

And

Nicole Marshall Tenant

MTS PROPERTIES INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Nicole Marshall (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and

MTS PROPERTIES INC. (the 'Landlord') also applied for an order requiring Nicole Marshall (The Tenant) to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on March 31, 2026.

Only the Landlord's representative, Kate Schoffer, and the Landlord's Agent, Mamduh Kasem, attended the hearing.

As of 9:25 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application – Non-Payment of Rent

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 \$1,950.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$64.11. This amount is calculated as follows: $\$1,950.00 \times 12$, 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 \$17,550.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Utilities

8. Based on the uncontested evidence before us, we are satisfied the Tenant is responsible for paying for utilities under the terms of the tenancy agreement.
9. At the outset of the lease, it was agreed through text messages that the Tenant would pay an additional \$200.00 for utilities. The text messages dated July 18, 2023 were made Exhibit 1.
10. On February 4, 2024, the Landlord requested \$230.00 to cover utilities, as costs had increased, and the Tenant agreed. The arrangement was that the Landlord would inform the Tenant of the amount each month, and the Tenant would pay it. Text messages dated February 4, 2024 were made Exhibit 2.
11. This arrangement lasted until June 2025 when the Tenant stopped paying for both rent and utilities.
12. The Landlord has incurred out-of-pocket expenses to pay the utilities in the amount of \$2,041.37, which includes utilities bills for March 2026. Exhibit 3.
13. Accordingly, the Tenant shall pay the Landlord \$2,041.37 to pay for the utility costs.

Relief from Eviction

14. The Tenant did not attend the hearing so we have limited evidence on which to consider delaying or denying eviction. The Landlord informed us that there are children in the unit and has not received any good faith payments from the Tenant.
15. Therefore, having 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

L1 Application – Non-Payment of Rent

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:**
 - \$19,686.00 if the payment is made on or before April 20, 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 20, 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 20, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$17,736.00. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$64.11 per day for the use of the unit starting April 1, 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 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 21, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 20, 2026, then starting April 21, 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 April 21, 2026.

L2 Application – Utilities

10. The Tenant shall pay to the Landlord \$2,041.37 by April 20, 2026 for the cost of utilities.
11. If the Tenant does not pay the Landlord the full amount owing on or before April 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 21, 2026 at 4.00% annually on the balance outstanding.

April 9, 2026

Date Issued

Vanessa Davies

Vanessa Davies

Member, Landlord and Tenant Board

Dawn Sullivan

Vice Chair, 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 of the Tenant expires on October 21, 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 20, 2026

Rent Owing To April 30, 2026	\$19,500.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Utilities	\$2,041.37
Total the Tenant must pay to continue the tenancy	\$21,727.37

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

Rent Owing To Hearing Date	\$17,550.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Utilities	\$2,041.37
Total amount owing to the Landlord	\$19,777.37
Plus daily compensation owing for each day of occupation starting April 1, 2026	\$64.11 (per day)