



Order under Section 69 Residential Tenancies Act, 2006

Citation: PICKETT v CLAIRMONT, 2026 ONLTB 29494

Date: 2026-04-09

File Number: LTB-L-009275-26

In the matter of: 2, 2486 RIVARD AVE
WINDSOR ON N8T2H2

Between: BARBARA PICKETT Landlord

And

COLLETTE CLAIRMONT Tenant

BARBARA PICKETT (the 'Landlord') applied for an order to terminate the tenancy and evict COLLETTE CLAIRMONT (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on April 7, 2026.

The Tenant attended the hearing. The Landlord was represented at the hearing by Richard Lammers.

Determinations:

Section 82 Issues

1. At the outset of the hearing, the Tenant acknowledged that the lawful rent for the rental unit is \$1,550.00.
2. The Tenant asserted that she is entitled to a \$250.00 reduction in rent because the Landlord is storing a refrigerator in the rental unit.
3. Pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'), a tenant may raise any issue that could be the subject of an application provided the tenant complies with the disclosure requirements or provides a satisfactory explanation for failing to do so.

4. In this case, the Tenant did not provide advance written notice of the issue to either the Landlord or the Board and did not provide a satisfactory explanation for failing to comply with the disclosure requirements.
5. Accordingly, I did not permit the Tenant to raise this issue at the hearing. This does not preclude the Tenant from bringing her own application regarding this issue.
6. At approximately 1:51 p.m., the Tenant, appearing upset with my ruling, used inappropriate language directed at the Board and disconnected from the hearing.
7. I stood the hearing down to allow the Tenant an opportunity to reconnect. At 2:00 p.m., I confirmed with the Moderator that the Tenant had not returned.
8. In the circumstances, I find the Tenant intentionally disconnected from the hearing. I therefore proceeded in her absence based on the Landlord's uncontested evidence.

L1 Application – Non-Payment of Rent

9. 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.
10. The lawful rent is \$1,550.00. It is due on the 1st day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$50.96. This amount is calculated as follows: $\$1,550.00 \times 12$, divided by 365 days.
12. The Tenant has paid \$2,600.00 to the Landlord since the application was filed.
13. The rent arrears owing to April 9, 2026, are \$3,841.37
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$1,550.00 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.
16. Interest on the rent deposit, in the amount of \$30.50 is owing to the Tenant for the period from May 1, 2025, to April 7, 2026.

L2 Application – Persistent Late Payment of Rent

17. Beginning May 1, 2025, the Tenant paid only \$1,300.00 toward the lawful monthly rent. This reduction appears to stem from the Tenant's belief that she is entitled to a rent discount. However, in *Parousis v. Centurion Property Associates Inc.* at paragraph 8, the Divisional Court held that, in the absence of an order from the Board granting a rent abatement, any failure to pay rent as it falls due constitutes non-payment of rent to the extent of the shortfall.

18. The Act requires payment of rent, in full, on the date rent is payable, and any shortfall in a payment constitutes "late payment" of rent for the purposes of s.58(1) of the Act. Accordingly, I find the The Tenant has persistently failed to pay the rent on the date it was due.
19. The Tenant has paid their rent late 12 times in the last 12 months.

Relief from Eviction

20. I have considered all of the disclosed circumstances and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 20, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$1,253.59. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$50.96 per day for the use of the unit starting April 8, 2026, to the date the Tenant moves out of the unit.
5. 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.
6. 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.
7. 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.

April 9, 2026
Date Issued

Bryan Delorenzi
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 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 as the tenancy is terminated

Rent Owing To April 7, 2026	\$5,248.09
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	-\$2,600.00
Less the amount of the last month's rent deposit	-\$1,550.00
Less the amount of the interest on the last month's rent deposit	-\$30.50
Total amount owing to the Landlord	\$1,253.59
Plus daily compensation owing for each day of occupation starting April 8, 2026	\$50.96 (per day)