



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-000611-26

In the matter of: UNIT 2, 217 PRINCESS ST E
NORTH BAY ON P1B1R1

Between: Harvinder Kaur Grewal Landlord

And

Richard Derush Tenant
Felicia Cousineau

Harvinder Kaur Grewal (the 'Landlord') applied for an order to terminate the tenancy and evict Richard Derush and Felicia Cousineau (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 10, 2026.

The Landlord's Legal Representatives, Victoria Hopkins and Sara Murtadha, 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 \$1,850.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.82. This amount is calculated as follows: \$1,850.00 x 12, divided by 365 days.
5. The rent arrears owing to March 31, 2026 are \$12,950.00, which the Tenant disputes as the Tenant claims they made payments which are not reflected on the Landlord's claim.
6. The Landlord's Legal Representative advised that the Tenant was sent the notice of hearing and the L1/L9 update sheet from their office. The Tenant has not tried to reach out to the Landlord, nor have they provided any proof or evidence to the Landlord about any payments being made. This is news to the Landlord, and they believed it to be a delay

tactic. The Landlord's Legal Representative advised that they have had conversations about the arrears with the Tenant, and during their conversations the Tenant has never disputed the arrears outstanding or even brought to their attention they alleged to have made payments.

7. In *Mauti v. Gibbs*, 2019 ONSC 3355 (CanLII), the Divisional Court held at paragraph 27 that while the landlord bears the burden of proof in a rent arrears application, it is difficult for a landlord to prove a negative (ie: non-payment of rent). Therefore, "...while the ultimate persuasive burden never shifts, once a landlord denies receiving funds, the tenant will have an evidentiary burden or a chance to advance some evidence to positively prove that he or she paid rent".
8. The Tenant did not provide any proof of payments made to the Landlord that are not accounted for in the application. On the other hand, the Landlord's evidence regarding the amount owing was clear and concise. Therefore, I find the arrears owing to March 31, 2026, are \$12,950.00
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,850.00 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.
11. Interest on the rent deposit, in the amount of \$81.91 is owing to the Tenant for the period from April 10, 2024 to March 10, 2026.

Relief from eviction

12. The Tenant sought a payment plan to satisfy the arrears but would not offer any specific details regarding any proposed installment amounts or deadlines as the Tenant testified that he is waiting on social assistance as he is not employed. In the alternative, the Tenant sought a delayed termination of 30 days if an eviction was ordered as there are 2 small children residing in the unit.
13. The Landlord sought a standard voidable eviction order as they have attempted a payment plan with the Tenant and the Tenant has failed to offer or comply with a payment plan.
14. I am not satisfied it is appropriate to order any relief from eviction including a payment plan, as the Tenant did not provide sufficient information to warrant relief. The Tenant did not satisfy me that he is able to comply with a payment plan with concrete payments and due dates. I have also considered that the arrears are substantial and since the filing of the application on January 5, 2026, the Tenant has failed to pay the Landlord any new rent that has become due or any amount towards the outstanding arrears. According to the Tenant's evidence, he is not employed and is waiting on social assistance, and I am not satisfied that he is able to afford payments toward the arrears. If the tenancy was to continue, I find it is more likely than not that the arrears would continue to grow.

15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant 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. 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:**
 - \$14,986.00 if the payment is made on or before April 24, 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 24, 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 24, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,962.29. 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 \$60.82 per day for the use of the unit starting March 11, 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 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 25, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 24, 2026, then starting April 25, 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 25, 2026.

April 13, 2026
Date Issued

Samantha Greaves
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 October 25, 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 24, 2026

Rent Owing To April 30, 2026	\$14,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,986.00

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

Rent Owing To Hearing Date	\$11,708.20
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,850.00
Less the amount of the interest on the last month's rent deposit	- \$81.91
Total amount owing to the Landlord	\$9,962.29
Plus daily compensation owing for each day of occupation starting March 11, 2026	\$60.82 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	