



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1000611193 Ontario Inc. v Marskell, 2026 ONLTB 29987

Date: 2026-04-14

File Number: LTB-L-056404-25

In the matter of: 7, 1235 TREELAND ST
BURLINGTON ON L7R3T5

Between: 1000611193 Ontario Inc. Landlord

And

Joshua Marskell Tenants
Selena Listman

1000611193 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Joshua Marskell and Selena Listman (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 8, 2026. The Landlord's legal representative Barrett M. Beaudoin attended the hearing. The Tenant Joshua Marskell attended the hearing on behalf of both Tenants and did not speak with duty counsel prior to the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,152.50. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$70.77. This amount is calculated as follows: \$2,152.50 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed which is undisputed by the Tenants.
6. The hearing was originally scheduled on September 18, 2025 but was adjourned on that date and an interim order LTB-L-056404-25-IN dated September 23, 2025 issued. The

interim order directs the Tenants to pay the ongoing rent to the Landlord by the day it is due until this matter is resolved or the LTB orders otherwise.

7. The rent arrears owing to April 30, 2026 are \$25,620.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,100.00 from the Tenants 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.
10. Interest on the rent deposit, in the amount of \$99.02 is owing to the Tenants for the period from March 20, 2024 to April 8, 2026.
11. The Landlord states that a letter was issued with the N4 Notice which invited the Tenants the option to enter into a payment plan for the arrears. The Landlord states it reached out to the Tenants again following the last hearing but no response was received.
12. The Tenant Joshua Marskell ("Mr. Marskell") testified that when the Tenants filed their personal income taxes in 2024, their tax returns were withheld and there is currently a civil lawsuit with Turbo Tax who the Tenants used to file their taxes. He states that he works in construction and has been laid off for two weeks at a time over the past few months. He states he will be returning to work in two weeks and typically works 25-30 hours per week and that it will increase to 40 hours per week during the summer months. He states the other Tenant is working. He states he earns about \$1,430.00 per week and has child support which he pays \$750.00 per month in addition to having other bills to pay. He states that the Tenants require additional time to find another place to move to and requests that the Tenants be allowed to remain in the rental unit until June 1, 2026.
13. The Landlord opposes the Tenants request to remain in the rental unit until June 1, 2026. The Landlord requests the tenancy be terminated no later than April 30, 2026. The Landlord states that it is experiencing financial hardship due to the non-payment of rent as this has created difficulty for the Landlord with securing financing for the residential complex.
14. Based on the fluctuations in Mr. Marskell's hours and periods of time for which he is laid off for two weeks at a time, combined with the significant amount owing for the arrears with no payments made to the Landlord since the application was filed on July 9, 2025, I do not find imposing a payment plan for the arrears is viable.
15. 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. This would allow the Tenants some time to try and find another place to move to. While both Tenants are working, I am not persuaded the Tenants will pay any amounts towards the rent if they are allowed to remain in the rental unit until June 1, 2026 based on no amounts being paid to the Landlord since the application was filed. I accept the Landlord has experienced prejudice due to the amount owing for the arrears.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$25,806.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have 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 Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before April 30, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$22,020.64. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$70.77 per day for the use of the unit starting April 9, 2026 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before April 30, 2026, the Tenants 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 14, 2026
Date Issued

Kimberly Parish
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 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 Tenants 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	\$25,620.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$25,806.00

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

Rent Owing To Hearing Date	\$24,033.66
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,100.00
Less the amount of the interest on the last month's rent deposit	- \$99.02
Total amount owing to the Landlord	\$22,020.64
Plus daily compensation owing for each day of occupation starting April 9, 2026	\$70.77 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	