



**Order under Section 21.2
of the Statutory Powers Procedure Act and Section 78(6)
Residential Tenancies Act, 2006**

Citation: Henley Group Ltd. v Delic, 2026 ONLTB 23060

Date: 2026-04-13

File Number: LTB-L-001451-26-HR

LTB-L-027606-25-BIR

In the matter of: 5, 25 PAISLEY BLVD E
MISSISSAUGA ON L5A1P3

Between: Henley Group Ltd. Landlord

and

Andrew Delic Tenant

ORDER

On January 6, 2026, Henley Group Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Andrew Delic (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant failed to meet a condition specified in order LTB-L-041822-24-RV issued on November 25, 2024 (the 'Consent Order') (the 'January 2026 L4 Application').

Earlier, on April 2, 2025, the Landlord had also previously applied for an order to terminate the tenancy and evict the Tenant and for an order to have the Tenant pay the rent they owe because the Tenant failed to meet a condition specified in the Consent Order (the 'April 2025 L4 Application'). The April 2025 L4 Application was dismissed by Order LTB-L-027606-25 issued on April 10, 2025 (the 'Ex Parte Order').

At issue in both the April 2025 L4 Application and the January 2026 L4 Application is what impact a stay of an order has on the Landlord's ability to file an application for breach of that order.

The January 2026 L4 Application was directed to hearing by Interim Order LTB-L-0014561-26-IN issued on January 29, 2026, and, in accordance with the directions provided, the parties filed written submissions that were reviewed prior to the hearing.

The February 19, 2026, hearing of the January 2026 L4 Application was adjourned for the reasons set out in Interim Order LTB-L-001451-26-IN and LTB-L-027606-25-BIR-IN issued on February 24, 2026.

The February 24, 2026, Interim Order also initiated and directed a Board Initiated Review of the April 2025 Ex Parte Order and ordered this be heard with the adjourned hearing of the January 2026 L4 Application. The parties filed further written submissions that were reviewed in advance of the joint hearing.

The Board Initiated Review of the Ex Parte Order and the adjourned hearing of the January 2026 L4 Application were heard together by videoconference on March 13, 2026.

The Landlord's Legal Representative, Sophie Jackson, the Landlord's Agent and principal, Orkhan Eyyubov, the Tenant's Legal Representative, Marshall Reinhart, and the Tenant attended both days of hearing.

Determinations:

1. For the reasons set out below, the Board Initiated Review of the Ex Parte Order LTB-L-027606-25 issued on April 10, 2025, was granted
2. A hearing of the Landlord's L4 Applications – being Applications to End a Tenancy and Evict a Tenant because the Tenant failed to Meet Conditions of a Settlement or Order - was then held.
3. The Consent Order LTB-L-041822-24-RV issued on November 25, 2024, provided terms for payment of arrears and ongoing rent with payments to be made starting December 1, 2024, as detailed below.
4. On December 6, 2024, the Tenant filed an appeal of the Consent Order to Divisional Court and it was automatically stayed under section 25 of the *Statutory Powers Procedure Act*. The stay was lifted when the Tenant's appeal was quashed on March 26, 2025.
5. I find the calculation of the 30-day period within which the Landlord had to file a L4 Application following a breach of a term of the Consent Order was suspended while the Consent Order was stayed.
6. As the Landlord's April 2025 L4 Application was filed on April 2, 2025, I find it was filed within 30 days of all breaches alleged and the LTB has jurisdiction.
7. It was not disputed the Tenant has not paid any rent since the issuance of the Consent Order and so I find the terms of the Consent Order were breached.
8. I considered and am not satisfied there is a basis for a mandatory denial of eviction and I have declined to exercise my discretion to preserve the tenancy. The tenancy is therefore terminated effective April 24, 2026.
9. The Tenant is also ordered to pay the Landlord \$33,227.30 for the arrears and costs outstanding to March 13, 2026, and daily compensation starting March 14, 2026, until he vacates the rental unit.

10. Given I have ordered eviction under the April 2025 L4 Application, the Landlord's L4 Application LTB-L-001451-26 filed in January 2026 is dismissed as moot.

Board Initiated Review

11. At the hearing on March 13, 2026, the Tenant's Representative raised that the LTB's *Interpretation Guideline 8: Review of an Order* provides that a BIR will be commenced in exceptional circumstances. He also submitted that as the Landlord had not requested a review of the Ex Parte Order one should not now be conducted.
12. The ability of the LTB to commence a BIR is provided for under section 21.2 of the SPPA and Rule 26.3 of the LTB's Rules of Procedure.
13. The LTB's Rules provide that the LTB may initiate a BIR where it considers it appropriate. Additionally, no party or person directly affected by the order may request a BIR.
14. The broad discretion for the LTB to initiate a BIR is consistent with the LTB's obligations to proceed expeditiously yet fairly under section 183 of the Act and permits the LTB to consider serious errors without the need for judicial review or appeal.
15. There is also nothing that limits the LTB's authority to commence a BIR or that says parties must first exhaust their rights before a BIR will be commenced.
16. As it stands, the Tenant did not object to the suggestion of a potential BIR at the hearing on February 19, 2026, the BIR was commenced by Interim Order issued February 24, 2026, and the Tenant admitted the failure to consider the effect of the stay on the Consent Order in the April 2025 Ex Parte Order was a serious error.

Background - the Consent Order

17. The Consent Order provided the tenancy would continue if the Tenant complied with the following payment terms:
 4. The Tenant shall pay to the Landlord \$11,794.00, which represents the arrears of rent and costs outstanding for the period ending November 30, 2024.
 5. The Tenant shall make the following payments to the Landlord in respect of the monies owing under paragraph 4 of this order:
 1. \$2,000.00 (arrears) on or before November 30, 2024;
 2. \$4,000.00 (arrears) on or before December 15, 2024;
 3. \$4,000.00 (arrears) on or before January 15, 2025; 4. \$1,794.00 (balance of arrears) on or before February 15, 2025; and
 5. The Tenant shall also pay the Landlord the rent on time and in full on the first day of each month starting December 1, 2024, up to and including February 1, 2025 or until the balance of arrears is paid.

6. If the Tenant fails to make any of the payments in accordance with paragraph 5, and by the dates required, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant, and for the payment of any new arrears of rent and NSF charges that became owing after November 30, 2024. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 5 of this order.

18. Subsequently, the parties agreed to extend the first payment date of November 30, 2024, to December 6, 2024.

Consent Order stayed December 6, 2024, to March 26, 2025

19. On December 6, 2024, the Tenant filed an appeal of the Consent Order to Divisional Court, in part, on the basis that he agreed to the Consent Order under duress.
20. Under subsection 25(1) of the SPPA, when an appeal of a final LTB order is initiated at Divisional Court then, absent another applicable Act, regulation, or order to the contrary, there is an automatic stay of proceedings.
21. The parties agree the Consent Order was stayed as of December 6, 2024. The Tenant also admitted that, until the stay was lifted, the Landlord could not take any steps to enforce the Consent Order, meaning the Landlord could not pursue a L4 application for termination and eviction based on a breach of the Consent Order.
22. The Landlord brought a motion to the Divisional Court to dismiss the Tenant's appeal as frivolous, vexatious, and an abuse of process, and, in the alternative, sought an order lifting the stay.
23. On March 26, 2025, the Divisional Court dismissed the Tenant's appeal of the Consent Order, and the automatic stay was lifted (See *Delic v. Henley Group Ltd.*, 2025 ONSC 1910).
24. I find that after the automatic stay of the Consent Order under section 25 of the SPPA was lifted there was no new legal stay. I do not accept the Landlord's arguments that there was a 'practical' stay as a result of the Tenant's delay in settling orders and further motions for a stay and leave to appeal to the Court of Appeal for Ontario.

Member failed to consider impact of the stay on Consent Order

25. Following the lifting of the stay, the Landlord filed an L4 Application to end the tenancy and evict the Tenant on April 2, 2025, alleging the Tenant had failed to meet a single term of the Consent Order.
26. Along with their application, the Landlord filed a copy of the Consent Order and the Divisional Court's reasons in *Delic v. Henley Group Ltd.*, 2025 ONSC 1910.

27. The Landlord's April 2025 L4 Application was dismissed for want of jurisdiction as the Member found it was filed more than 30 days after the dates of the alleged breaches.
28. There is no mention in the Ex Parte Order of the Divisional Court's reasons, nor of the impact of the stay of the Consent Order on the calculation of the 30-day period within which the Landlord had to bring an application under section 78 of the Act.
29. Members have a duty to consider the totality of the record before them.
30. I do not know for what purpose the Divisional Court's reasons would have been filed with the Landlord's April 2025 L4 Application other than to indicate that the Landlord was now able to, and had previously unable to file an application under section 78 of the Act, and I do not find it was necessary for the Landlord to have stated that they relied on the stay with respect to the calculation of the 30-day period in their application.
31. In the above circumstances, I find there is a serious error in the Ex Parte Order because there is no indication the Member considered the reasons of the Divisional Court and the effect of the stay of the Consent Order on the LTB's jurisdiction.
32. As a result, the BIR of the Ex Parte Order was granted and a hearing on the merits of the April 2025 L4 Application proceeded with the continued hearing of the January 2026 L4 Application in accordance with the advice to the parties set out in Interim Order LTB-L-001451-26-IN and LTB-L-027606-25-BIR-IN issued on February 24, 2026.

L4 Applications

33. Although, he has been staying elsewhere, the parties agree the Tenant is in possession of the rental unit.
34. The Landlord filed their April 2025 L4 Application on April 2, 2025, and their January 2026 L4 Application on January 6, 2026. In both applications, the Landlord alleges the Tenant failed to meet all conditions in the Consent Order.
35. The Tenant admitted he has not made any payments to the Landlord under the Consent Order and so I find he breached the Consent Order.
36. The question is whether one or both of the Landlord's L4 Applications were brought within 30 days of a breach.

The 30-day period the Landlord had to file an L4 Application was suspended while the Consent Order was stayed

37. The requirement that an application be brought within 30 days of a breach set out in the Consent Order is provided for in section 78(5) of the Act:

78(5) An application under this section shall not be made later than 30 days after a failure of the tenant to meet a condition described in subparagraph 2 i of subsection (1).

38. The Landlord submits the 30-day requirement in section 78 should be interpreted similarly to the Divisional Court's interpretation of section 81 of the Act in *Elguindy v. Galaxy Real Estate Core Ontario LP*, 2024 ONSC 5911 and *Nickoloff v. Sniderman*, 2024 ONSC 6121. In essence, the Landlord submits that the calculation of the 30-day period does not run while there is a stay.
39. The Tenant distinguishes the cases relied on by the Landlord. He submits the 30 day-requirement is jurisdictional not procedural in nature, and so cannot be extended as per *Elguindy* and *Nickoloff*. In contrast to section 81, the Tenant submits section 78(5) establishes a strict 30-day limitation period for bringing L4 applications and that this cannot be extended absent explicit legislative authority. In the Tenant's submission, the appropriate recourse is for the Landlord to start a fresh L1 Application.
40. Both *Elguindy* and *Nickoloff* address the question of how the 6-month period during which an eviction order must be filed for enforcement with the Sheriff is impacted when the eviction order the landlord wishes to enforce is stayed.
41. In *Elguindy* the Court applied the modern approach to statutory interpretation and the well-known principle of statutory interpretation that the legislature does not intend to produce absurd consequences. The Court agreed with the Member who found that the 6-month enforcement period was stayed while the eviction order was stayed (see paras. 26-35).
42. In *Nickoloff*, the Court relied on *Elguindy* at paras. 23-25 and specifically cited para. 34 from that decision as follows:
- [34] ...One of the fundamental responsibilities of a tenant is to pay rent. The RTA should not be interpreted in such a way as to foster the ability of a tenant to continue to live rent free in the rental unit. If the Tenant's interpretation is adopted, this is what would happen. The Eviction Order at issue would be considered void even though a court has determined that it was lawful. The Tenant would be able to continue to live rent free in the premises while the Landlord would be forced to take other steps to evict the Tenant, with all the time and cost that will entail.
43. Although *Elguindy* and *Nickoloff* were decided with respect to section 81, I find that the situation before me engages similar concerns and an analogous analysis.
44. The purpose of the RTA includes balancing the rights and responsibilities of landlords and tenants.
45. When the Consent Order was stayed, the Landlord was prohibited from taking any steps to enforce a breach under it absent also applying for a lifting of the stay, which the Landlord did at the Divisional Court.

46. I find that to interpret section 78(5) as a strict limitation period that runs regardless of whether the order which gives rise to a landlord's ability to file an L4 Application was stayed would encourage tenants to engage in an abuse of process, discourage landlords from entering into payment plans on consent, and give rise to absurd results such as the situation before me.
47. The Tenant consented to a payment plan and then appealed the Consent Order resulting in an automatic stay. On March 26, 2025, more than one month after the last specific date for payments identified in the Consent Order, the Tenant's appeal was dismissed as meritless and having been issued for the sole purpose of remaining in the premises without paying rent (*Delic v. Henley*, 2025 ONSC 1910, at para. 20).
48. I find to now leave the Landlord with no remedy under the Consent Order the Court found valid and instead require the Landlord to commence a fresh application, all while the Tenant continues to possess the rental unit without paying rent, would lead to the very absurd results the Court held should be avoided.
49. I do not accept the Tenant's submission that it is only where the language of a statute is unclear that one turns to consideration of the avoidance of absurd results. The modern approach to statutory interpretation charges decision makers to look at the ordinary meaning of the language used, the overall context, the purpose of the legislation and the intention of Parliament, and, in so doing, to have regard to the well-established principle that the legislature does not intend to produce absurd results (See *Elguindy* at paras. 26-27).
50. I find it is a necessary corollary of the automatic stay under section 25 of the SPPA that the running of the 30-day period in which the Landlord had to file an application for termination and eviction based on a breach was suspended while the Consent Order was stayed.
51. As a result, I find that none of the time from the filing of the Tenant's appeal to its ultimate quashing and concomitant lifting of the stay counts towards the calculation of the 30-day period within which the Landlord had to bring their application for breach.
52. Having found the Consent Order was stayed from December 6, 2024, until March 26, 2025, I am satisfied the Landlord's April 2025 L4 Application was filed within 30 days of all breaches and so find the Landlord has proven the basis for eviction. As this L4 Application is being determined at a hearing, the question then is whether there is any reason to delay or deny eviction.

Section 83 considerations

No mandatory denial of eviction

53. During the hearing, the Tenant submitted the Landlord had breached their obligations by refusing to permit an individual from the utilities company in to reconnect the electricity.

54. Subsection 83(3)(a) of the Act provides the LTB shall refuse to grant the application where satisfied the landlord is in serious breach of the landlord's responsibilities under this Act or of any material covenant in the tenancy agreement.
55. What is required is a serious breach of a landlord's responsibilities. With respect to maintenance and/or repair issues this is not established simply by a rental unit being in poor condition and/or in need of extensive repairs – a contextual approach must be applied. In addition, given the use of the present tense in section 83(3)(a), the Landlord's breach must also be ongoing at the time of the hearing [see *Puterbough v. Canada Public Works and Government Services*, [2007] O.J. No. 748 at paras. 21-22, 27-28].
56. The evidence before me was that the Tenant paid for their utilities directly and his electricity was disconnected due to his non-payment. The Tenant made arrangements to have the electricity reconnected but was not present. The Landlord's Agent was present and testified he admitted the ESA inspector into the boiler and mechanical room but could not admit him into the Tenant's unit as he did not have authority to do so. The Tenant then attended a few days later and his electricity was reconnected
57. In the above disputed circumstances, I am not satisfied the Tenant has demonstrated that the Landlord - even if in violation of the Act – an issue on which I make no determination – was in serious breach of their obligations such as to rise to the level that would mandate a denial of eviction.
58. As a result, the Landlord's application is not refused under section 83(3)(a) of the Act.

Other relief from eviction

59. The Landlord sought an order for termination and eviction. The Tenant wished to preserve the tenancy.
60. It was not disputed that I could fashion an order that would preserve the tenancy upon repayment of the arrears under sections 83 and 204 of the Act if I determined this was appropriate.
61. The Tenant testified he could likely pay all the arrears back within 2 to 4 weeks but submitted a payment plan over 6 to 12 months was preferable.
62. The Landlord questioned the Tenant's ability and likelihood of complying with any repayment order; but, if the Tenant was afforded the opportunity to preserve the tenancy, the Landlord submitted there would need to full repayment within a short period of time.
63. The Landlord's Agent testified the financial impact of the Tenant's failure to pay rent and growing expenses, in particular legal fees from proceedings including at the Divisional Court and Court of Appeal, have been devastating to the business. He testified there are unpaid costs awards totaling over \$16,000.00 and additional legal fees that are in the tens of thousands of dollars for which he will not be reimbursed.
64. The Landlord's Agent testified the financial stress prevents him from sleeping at night.

65. Currently the Landlord is struggling to cover their expenses and the Landlord's Agent testified he has been paying out of pocket. If the tenancy were permitted to continue as is, the Landlord's Agent testified he will no longer be able to pay normal expenses.
66. On cross-examination it was noted that no financial records were provided by the Landlord. However, it was not disputed that the arrears are over \$35,000.00 nor that the costs awards are unpaid.
67. The Landlord owns multiple rental properties with approximately 40 units. He estimated there were currently 6 or 7 vacant units and so I do not find that all of the financial stress the Landlord is experiencing is solely related to the Tenant's failure to pay rent; although, I find it more likely than not that the actions of the Tenant are a significant contributor.
68. The Tenant is self-employed due to medical conditions that prevent him from maintaining regular employment. He testified the arrears accumulated during a period of time when his business was struggling.
69. Despite being in and out of hospital approximately 20 times over the past 3 months, he testified his business is no longer struggling and has been growing for the past 6 or 7 months. He testified his monthly income is more than the rent and his expenses, some months substantially so, and that he has many receivables outstanding he would likely be able to collect in short order.
70. The Tenant testified he previously adhered to a payment plan that predated the Consent Order and, despite his failure to comply with the Consent Order, submitted this supported concluding that he would comply with another payment plan.
71. When asked why he did not pay any rent under the Consent Order, the Tenant submitted he felt he was forced into that agreement under threat of automatic eviction, and he wanted a longer timeline in which to pay the arrears. In his evidence, this led to the appeal proceedings; during which time he said he did not make any payments towards rent because he was waiting for a fair decision and order that his tenancy would be protected on a payment plan he could fairly adhere to.
72. The Landlord testified he did not believe the Tenant would adhere to any payment plan given his failure to pay both utilities and rent. On cross-examination of the Tenant it was also noted that no supporting financial documentation was provided to support the Tenant was in a position to make any payments.
73. I find difficulty with the Tenant's position. The Tenant asks for the exercise of discretion to preserve his tenancy, yet he relies on the same argument that the Divisional Court found was "manifestly devoid of merit" and advanced "solely for purpose of remaining in the premises without paying rent" (*Delic v. Henley Group Ltd.*, 2025 ONSC 1910 at para. 20) and which the Court of Appeal subsequently affirmed was meritless as to why he did not pay rent (*Delic v Henley Group Ltd.*, dated May 28, 2025, Court File No.: M55980 (COA-25-OM-0103) Endorsement of Pomerance J.A. released July 18, 2025)
74. The Consent Order arose as a result of non-payment of rent dating back to March 2024 and no payments were made under this order even after the Tenant's appeals were exhausted. Further, despite claiming he will pay his arrears and has enough income to

do so, the Tenant admitted he was not in a position to make any lump sum contribution to the arrears owed at the time of the hearing.

75. If all the Tenant wanted was more time to pay back the arrears then he could have been doing so all this time such that the arrears might now have been paid off, or, at a minimum, some form of lump sum payment saved.
76. The purpose of the Act includes both protecting tenants from unlawful evictions and balancing the rights of landlords and tenants. In other words, while there is a tenant protective focus there is no absolute protection for a tenancy and certainly no ability for a tenant to dictate on what terms they will pay rent. Where a tenant fails to pay rent for over two years and there is no evidence they intend to do so, they are refusing to comply with one of the fundamental tenets of a tenancy agreement which is to pay rent, and eviction is lawful.
77. In the above circumstances, I do not find there is any indication that the Tenant is acting in good faith and intends to comply with his obligations as a tenant. As a result, I decline to deny or grant relief from eviction.
78. With respect to delaying the enforcement of eviction if eviction were granted, the Tenant submitted it would take some time to find a new place to live and asked for an extension of 3 months. The Tenant testified the location of the rental unit is important as his church is across the road from it and that he would find it emotionally jarring to no longer live in the rental unit since he has lived there since 2021. The Tenant also testified he suffers from physical ailments that can flare up and immobilize him for a period of 4 to 6 weeks.
79. With only two recorded entries into the residential complex in 2026 and given the above issues with the electricity having been disconnected due to the Tenant's non-payment, I find it more likely than not that the Tenant has not been staying at the rental unit. It was also admitted that, if evicted, the Tenant will have a place to stay. Although he testified where he can stay is crowded and not ideal, I am satisfied the Tenant will not be left without a place to stay.
80. In the circumstances where there has been no demonstration of good faith, arrears continue to accumulate, and the Tenant will be housed, I do not find the Tenant's desire to live in the same neighbourhood is a basis on which to grant additional time to find a new place to live. The Tenant may conduct searches in his desired neighbourhood over the next few months no matter where he is staying.
81. I also note that should the Tenant experience a flare up in his physical symptoms, there will still be an additional passage of time between the date the Landlord files their eviction order with the Sheriff and the date the Sheriff attends to enforce eviction. Further, under the Act there are requirements with respect to the preservation of property following enforcement of an eviction, and it is open to the parties to negotiate terms other than those set out in the Act.
82. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would be unfair to delay eviction pursuant to subsection 83(1) of the Act.

January 2026 L4 Application is dismissed

83. If eviction were granted under the Landlord's April 2025 L4 Application, the Landlord indicated they would withdraw their January 2026 L4 Application. Even if they did not, given my determinations above, I would find their January 2026 L4 Application moot. As a result, the Landlord's January 2026 L4 Application is dismissed.
84. In the circumstances, I do not find it necessary to and have not considered the submissions and arguments as to whether the Consent Order continues to provide for a continuing obligation to pay rent on time.

Arrears owing

85. The Consent Order was based on an application for the non-payment of rent and required the Tenant to pay the arrears. Accordingly, in addition to eviction, the Landlord is entitled to and has requested an order for the payment of arrears owing.
86. In the Consent Order, the Tenant was ordered to pay \$11,794.00 for rent arrears and the application filing fee. The Tenant has not made any payments since the Consent Order issued and so this amount is included in this order which replaces the Consent Order.
87. The Tenant agreed his current lawful monthly rent is \$1,518.00.
88. The Landlord is entitled to daily compensation starting March 14, 2026, until the date the Tenant moves out of the unit at a daily rate of \$49.91. This amount is calculated as follows: \$1,518.00 x 12 months, divided by 365 days.
89. The Tenant also agreed that the rent arrears owed to March 31, 2026, are \$35,612.00.
90. The Landlord collected a rent deposit of \$1,365.00 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.
91. Interest on the rent deposit in the amount of \$150.48 is owing to the Tenant for the period from February 3, 2021, to March 13, 2026.
92. The amount of the rent deposit and interest on the rent deposit are applied to the amount the Tenant is required to pay.

It is ordered that:

1. The Board Initiated Review of Order LTB-L-027606-25 issued on April 10, 2025, is granted.
2. Orders LTB-L-041822-24-RV issued on November 25, 2024, and LTB-L-027606-25 issued on April 10, 2025, are cancelled and replaced by the following:
3. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 24, 2026.

4. 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.
5. 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.
6. The Tenant shall pay to the Landlord \$33,227.30*. This amount represents the rent owing up to March 13, 2026, less rent deposit and interest the Landlord owes on the rent deposit.
7. The Tenant shall also pay to the Landlord \$49.91 per day for compensation for the use of the unit starting March 14, 2026, to the date the Tenant moves out of the unit.
8. 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.
9. The Landlord's application LTB-L-0014561-26 is dismissed.

April 13, 2026
Date Issued

Rebecca Case
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 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.

* Refer to the attached Summary of Calculations Table.

SUMMARY OF CALCULATIONS TABLE

Amount the Tenant must pay the Landlord:

Reason for amount owing	Period	Amount
Amount of arrears owing from previous order	Up to November 30, 2024	\$11,794.00
New Arrears	From December 1, 2024, to March 13, 2026	\$22,948.78
Less the rent deposit:		-\$1,365.00
Less the interest owing on the rent deposit	February 3, 2021 to March 13, 2026	-\$150.48
Plus daily compensation owing for each day of occupation starting March 14, 2026		\$49.91 (per day)
Total the Tenant must pay the Landlord:		\$33,227.30 + \$49.91 per day starting March 14, 2026