



Order under Section 69 Residential Tenancies Act, 2006

Citation: Recony (Canada) Investment Limited v Keenan, 2026 ONLTB 29872

Date: 2026-04-14

File Number: LTB-L-050614-24

In the matter of: 92 MAIN ST
UNIONVILLE ON L3R2E8

Between: Recony (Canada) Investment Limited Landlord

And

Michael Keenan Tenant

Recony (Canada) Investment Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Keenan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 9, 2026. The Landlord's Agent, C. Lam, the Landlord's Legal Representative, R. Barber, and the Tenant attended the hearing.

Preliminary Issues:

The application is amended to reflect the last month's rent deposit of \$1,700.00 being held by the Landlord.

The Landlord's previous agent passed away in 2018 and due to delays with probate, Scotia Trust (ST) administered the residential complex from the year of his passing until about April 2025, when his son, C. Lam took over those responsibilities.

Following an adjourned hearing on September 23, 2024, interim order LTB-L-050614-24-IN issued on October 1, 2024, directed the Tenant in paragraph 5 to provide on or before November 30, 2024, '*... proof all rent payments made beginning July 1, 2019, and proof all receipts for maintenance expenses incurred by the Tenant from July 1, 2019*'.

The Tenant did not provide bank statements or any other documentary evidence to demonstrate that he made any payments that the Landlord failed to give him credit for.

The arrears listed in the Notice to End your Tenancy Early For Non-payment of Rent (N4) are \$16,803.22. By the time the application was filed on June 25, 2026, the arrears had increased to \$18,503.22. The Tenant stated that he was not credited for the payment he made in June 2026,

and that he has paid the rent every month since then. The Landlord's records indicate that the Tenant made the payment on June 28, 2025, after the application was filed, and that the payment was credited to the Tenant's account. Therefore, I am satisfied that the increase in arrears to \$18,503.22 occurred as a result of the Tenant's failure to pay rent for August 2025, which added one additional month of rent to the arrears.

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 \$1,742.50. It is due on the first day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$57.29. This amount is calculated as follows: \$1,742.50 x 12, divided by 365 days.
5. The Tenant has paid \$37,697.50 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026, are \$18,503.22.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,700.00 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.
9. Interest on the rent deposit, in the amount of \$479.04 is owing to the Tenant for the period from July 27, 2010, to April 9, 2026.

Relief from Eviction

10. The Tenant stated that the arrears were based on inaccurate accounting but did not provide any specific examples, or evidence in support of his position. The Tenant also claimed that on a few occasions, he deducted a total of \$2,319.73 from the rent due to costs he incurred from conducting maintenance of the unit.
11. The Tenant argued that it was a pattern from the start of the tenancy to conduct repairs and deduct the cost from the rent. He relied on a document from a previous Landlord which showed that from April 2011 to August 2011, the rent was reduced by costs incurred for repairs. However, the Tenant did not establish that he was permitted at any point to make such deductions from 2020 to 2023, at a time when the Landlord stated that ST had a property management company assigned to the residential complex.
12. Moreover, the Tenant did not provide any documentary evidence, such as invoices, for verification of the maintenance claims. I am satisfied that the Tenant did not seek permission from ST to conduct any repairs or to deduct the cost of such repairs from the rent. As the

Tenant was not authorized to conduct the alleged repairs, the Tenant improperly deducted the \$2,319.73 from the rent and must pay the entire amount to the Landlord.

13. The Tenant has resided in the three-bedroom rental unit for about 15 years, is retired and has roommates. The Tenant receives pension benefits of \$950.00 and has no other income. His roommates pay \$1,400.00 of the monthly rent and that leaves him with \$607.00 monthly from which he intends to pay \$300.00 in arrears every month.
14. The Landlord opposed a lengthy five-year repayment agreement and stated that the Tenant barely resides in the rental unit. The Tenant stated that he also resides in Western Canada, but an eviction will be a hardship for him and his roommates who have jobs in the neighbourhood and would be faced with higher rent.
15. Based on all the evidence, the Landlord's records indicate that apart from the alleged maintenance expenses which the Tenant deducted from the rent, the Tenant did not pay any rent for several months in 2021, and 2022. The bulk of the arrears were accumulated during that time, yet the Tenant glossed over the nonpayment and did not explain the reason for it or provide any documentary evidence to dispute it. When I informed the Tenant that the payment of \$300.00 monthly in arrears was unacceptable in the circumstances, he increased it to \$400.00. The Landlord then argued that the payment was not feasible based on the Tenant's income, and monthly expenses. In response, the Tenant claimed without specificity that he had some investments, and savings, which he previously failed to disclose during cross-examination.
16. The Tenant was not entirely forthcoming in his testimony regarding his income and failed to take responsibility for the repeated nonpayment of rent which resulted in the accumulation of the arrears. In these circumstances, permitting the Tenant to pay the arrears at \$400.00 monthly for a period exceeding three years when he could have paid more had he properly disclosed his investment income during cross examination, is not fair to the Landlord.
17. 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 May 31, 2026, pursuant to subsection 83(1)(b) 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:**
 - \$18,689.22 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$20,431.72 if the payment is made on or before May 31, 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 May 31, 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 May 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$15,283.29. 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 \$57.29 per day for the use of the unit starting April 10, 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 May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 2026.

April 14, 2026
Date Issued

Jitewa Edu
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 December 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 Tenant 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	\$56,200.72
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$37,697.50
Total the Tenant must pay to continue the tenancy	\$18,689.22

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing To May 31, 2026	\$57,943.22
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$37,697.50
Total the Tenant must pay to continue the tenancy	\$20,431.72

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

Rent Owing To Hearing Date	\$54,973.83
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$37,697.50
Less the amount of the last month's rent deposit	- \$1,700.00
Less the amount of the interest on the last month's rent deposit	- \$479.04
Total amount owing to the Landlord	\$15,283.29
Plus, daily compensation owing for each day of occupation starting April 10, 2026	\$57.29 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	