



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-098159-25

In the matter of: UPPER, 64 BALACLAVA ST
ST THOMAS ON N5P3C4

Between: Daniel Julien Martin Landlord

And

Luke Tremblay Tenant

Daniel Julien Martin (the 'Landlord') applied for an order to terminate the tenancy and evict Luke Tremblay (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 4, 2026.

The Landlord and the Tenant attended the hearing.

Preliminary Issues:

Adjournment Request

1. At the outset of the hearing, the Tenant requested that the matter be adjourned so that he could obtain legal advice and a legal representation and to gather additional documentation to file section 82 issues. I asked the Tenant what steps he had taken to obtain legal advice since filing his application. The Tenant stated that while he did receive the Notice of Hearing, he did not take any steps to obtain legal advice. The Landlord opposed the Tenant's request for an adjournment.
2. The Tenant's request to adjourn the matter was denied. The Landlord filed their application in November of 2025, more than 2 months prior to the hearing and took no steps to obtain legal advice or hire a legal representative. Similarly, once he received the notice of hearing in January, he took no steps to obtain legal advice or provide any disclosure for their section 82 issues they wanted to raise. The Tenant had ample opportunity to seek legal advice and provide the disclosure for their section 82 issues to prepare for the hearing. I found that an adjournment was not appropriate in the circumstances and proceeded to hear the application on its merits.

Determinations:

3. 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.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$1,000.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$32.88. This amount is calculated as follows: \$1,000.00 x 12, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to February 28, 2026 are \$6,252.00. The Tenant does not dispute the arrears outstanding.
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 \$1,000.00 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 \$79.72 is owing to the Tenant for the period from November 15, 2022 to February 4, 2026.
12. This order does not reflect any payments that may have been paid towards the arrears after February 4, 2026.

Section 83 Considerations

13. 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.
14. The Tenant is seeking to preserve the Tenancy. The Tenant testified that they have a bedbug and mice infestation in the rental unit and that the Landlord has not fulfilled his maintenance obligation in subsection 20(1) of the Act. The Tenant did not provide any evidence in support of this claim and was not able to provide further clarification about the severity of the issue.
15. The Landlord testified that he had hired the exterminator to resolve both issues and he had not been advised by the Tenant that there were any ongoing issues.
16. Given the very limited evidence the Tenant presented regarding the alleged infestation, I find that there is insufficient evidence before me to find that the Landlord has breached their maintenance obligations under subsection 20(1). I am not satisfied that mandatory relief from eviction is warranted.

17. The Tenant sought an opportunity to preserve the tenancy and proposed paying the Landlord \$300.00 a month towards the arrears. The monthly rent is due on the first of each month. The Tenant testified that he cannot pay the rent in full and on time going forward.
18. The Tenant testified that he is not working due to health issues but receives payments from Ontario Works of \$690.00 and he resides with a roommate who contributes \$500.00. The Tenant testified that he is trying to attain another job which will increase his income.
19. Based on the evidence before the Board, I find that the tenancy is not viable. The Tenant provided no documentary evidence to support his current or future earnings. Even if I was to grant a payment plan, the Tenant, by his own admission, is unable to pay the rent in full and on time which would be a condition of a payment plan.
20. In the event I denied the Tenant's request for a payment plan, the Tenant requested that eviction be delayed as long as possible. Considering the issuance date and the Tenant's inability to pay the rent on time, I find the Tenant has been given sufficient time to sort out their finances to either pay their outstanding arrears or find alternate accommodations

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:**
 - \$8,438.00 if the payment is made on or before April 26, 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 26, 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 26, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,489.80. 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 \$32.88 per day for the use of the unit starting February 5, 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 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 27, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before April 26, 2026, then starting April 27, 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 27, 2026.

April 15, 2026
Date Issued

Joshua Labbe
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 27, 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 26, 2026

Rent Owing To April 30, 2026	\$8,252.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,438.00

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

Rent Owing To Hearing Date	\$5,383.52
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,000.00
Less the amount of the interest on the last month's rent deposit	- \$79.72
Total amount owing to the Landlord	\$4,489.80
Plus daily compensation owing for each day of occupation starting February 5, 2026	\$32.88 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	