



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

Citation: 2585277 Ontario Limited v Nicolas, 2026 ONLTB 31953

Date: 2026-04-20

File Number: LTB-L-089042-25-RV

In the matter of: 307, 1533 WILSON AVE
NORTH YORK ON M3M1K2

Between: 2585277 Ontario Limited Landlord

And

Claudy Nicolas Tenant

Review Order

2585277 Ontario Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Claudy Nicolas (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was resolved by order LTB-L-089042-25 issued on January 19, 2026 after a videoconference hearing on January 15, 2026.

On February 3, 2026 the LTB initiated a review of the January 19, 2026 order and directed that a review hearing be scheduled by issuing interim order LTB-L-089042-25-RV-IN.

This LTB-Initiated Review was heard by videoconference on March 11, 2026.

Only the Landlord's legal representative, Heather Butt ('HB'), attended the hearing.

As of 9:38 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Request to Review

1. A legal representative for the Landlord (not HB) attended the January 15, 2026 hearing and requested to withdraw this application. The January 19, 2026 order confirms the withdrawal, and that the LTB's file was closed.

2. The Landlord had also filed a second application in LTB file LTB-L-092438-25 (the 'L2 Application'). The L2 Application was based on an N8 notice of termination, alleging that the Tenant had persistently failed to pay the rent by the date it was due.
3. The L2 Application came before the LTB for hearing on December 15, 2025. According to the LTB's records, HB and the Tenant were present at the December 15, 2025 hearing, and the L2 Application was resolved by mediation. A note on the attendance sheet states that this L1 application (LTB-L-089042-25) was also resolved by the mediated agreement.
4. The hearing recording from the December 15, 2026 hearing reveals that the parties consented to resolve the two applications on agreed terms. These terms included, among other things, that the tenancy would be terminated unless the Tenant paid the arrears owing at the time, the filing fees for both applications, and any new rent that came due by February 15, 2026. The agreement also included that, if the Tenant were to void this part of the order, then the Tenant would have to pay rent in full and on time beginning March 1, 2026, subject to section 78 of the *Residential Tenancies Act, 2006* (the 'Act').
5. Unfortunately, the order on consent that was agreed to was not issued before the January 15, 2026 hearing. It is not clear why the January 15, 2026 hearing was not cancelled by the LTB.
6. It appears that the January 15, 2026 withdrawal request was incorrectly made by the Landlord's legal representative because of a misunderstanding.
7. The hearing Member on January 15, 2026 would not have known that the matter had already been resolved by agreement, because he was not informed of this.
8. I find that it was a serious error for the LTB to consent to the withdrawal of this application after the parties had already agreed to resolve it on the terms described above. The January 15, 2026 hearing date should have been cancelled.
9. The request to review is granted. As a result, order LTB-L-089042-25 issued on January 19, 2026 was cancelled, and a new hearing was held to consider the merits of the original application.
10. It is not reasonable to direct this file back to the Dispute Resolution Officer who heard the December 15, 2025 consent agreement, because the termination date agreed to had already passed by the time this hearing took place. I also note that the Tenant did not pay the amount that would have been required to void the termination order agreed to on December 15, 2025 (see below). I also note that if the Tenant had done so, this L1 would have been discontinued: see ss. 74(2), *Residential Tenancies Act, 2006*.
11. A separate Direction will be issued to reconvene the hearing of the L2 Application.

Merits of the Original Application

12. 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.

13. As of the hearing date, the Tenant was still in possession of the rental unit.
14. The lawful rent is \$1,594.27. It is due on the 1st day of each month.
15. Based on the Monthly rent, the daily rent/compensation is \$52.41. This amount is calculated as follows: $\$1,594.27 \times 12$, divided by 365 days.
16. The Tenant has paid \$1,561.48 to the Landlord since the application was filed.
17. The rent arrears owing to March 31, 2026 are \$9,401.67.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. The Landlord collected a rent deposit of \$1,450.00 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.
20. Interest on the rent deposit, in the amount of \$140.12 is owing to the Tenant for the period from March 1, 2022 to March 11, 2026.
21. HB was not aware of any circumstances of the Tenant that should be considered relative to whether evidence should be delayed or denied.
22. HB said that the Tenant was contacted in advance of this hearing and was asked to contact HB to discuss the rent arrears. She said that on one occasion the Tenant was contacted orally, and a letter with this information was also sent to the Tenant in February 2026. The Tenant did not respond to either communication.
23. 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 request to review order LTB-L-089042-25 issued on January 19, 2026 is granted.
2. Order LTB-L-089042-25 issued on January 19, 2026 is cancelled and replaced by the following:
3. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
4. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$11,181.94 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$12,776.21 if the payment is made on or before May 1, 2026. See Schedule 1 for the calculation of the amount owing.
5. 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 1, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 6. **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 1, 2026.**
 7. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,979.79. 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.
 8. The Tenant shall also pay the Landlord compensation of \$52.41 per day for the use of the unit starting March 12, 2026 until the date the Tenant moves out of the unit.
 9. If the Tenant does not pay the Landlord the full amount owing on or before May 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 2, 2026 at 4.00% annually on the balance outstanding.
 10. If the unit is not vacated on or before May 1, 2026, then starting May 2, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 11. 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 2, 2026.

April 20, 2026
Date Issued

Mark Melchers
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 November 2, 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	\$12,557.42
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,561.48
Total the Tenant must pay to continue the tenancy	\$11,181.94

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 1, 2026

Rent Owing To May 31, 2026	\$14,151.69
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,561.48
Total the Tenant must pay to continue the tenancy	\$12,776.21

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

Rent Owing To Hearing Date	\$9,945.39
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,561.48
Less the amount of the last month's rent deposit	- \$1,450.00
Less the amount of the interest on the last month's rent deposit	- \$140.12
Total amount owing to the Landlord	\$6,979.79
Plus daily compensation owing for each day of occupation starting March 12, 2026	\$52.41 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	