



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-014366-26

In the matter of: 3, 345 Elizabeth Street West
Listowel ON N4W1E3

Between: John Marsh **APR 22, 2026** Landlord

And

Louis Poirier Tenant

John Marsh (the 'Landlord') applied for an order to terminate the tenancy and evict Louis Poirier (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 16, 2026.

The Landlord and the Tenant attended the hearing. The Tenant spoke to Tenant Duty Counsel prior to the start of this proceeding.

Determinations:

1. Upon Board questioning, the parties consented to an amendment to correct an error in the postal code from N4W 1N3 listed on the application to N4W 1E3 which is the correct postal code, and matches that which was in N4 Notice. The amendment request was granted.
2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$617.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$20.28. This amount is calculated as follows: \$617.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to April 30, 2026 are \$7,110.00.

8. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. 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 June 30, 2026, pursuant to subsection 83(1)(b) of the Act. This extension of time accounts for both parties' evidence in relation to their financial and personal circumstances.
11. The Landlord submitted that the parties have attempted to work out a payment plan to no avail, since the application was filed. The Tenant's evidence in relation to entering a payment plan illustrated that a payment plan would not be viable given the Tenant's current life circumstances, employment status, income sources and monthly expenses. The Tenant would have difficulty covering the monthly rent, his other expenses, let alone the arrears.
12. The Tenant testified to the impact an eviction would have on him, explaining that he is a long-term Tenant of almost 13 years, and has significant connection to the community and thus the Tenant requested and extended eviction of 3 months. The Tenant also testified to the financial challenges looking for a new home would bring in his present financial circumstances.
13. In response to questioning from the Board, the Landlord explained that any further delay in granting the application would be financial prejudicial to him, and that the Landlord relies on rent to pay expenses related to the rental unit, and promises to pay have not materialized.
14. Considering all of the evidence and, notwithstanding the Landlord may face some financial prejudice, I find that, pursuant to subsection 83(1)(b) of the Act that it would not be unfair to the Landlord to delay the eviction until June 30, 2026, due to the significant impact an early eviction would have on the Tenant.
15. Given the Tenant's connection to the community and tenure of tenancy and personal financial circumstances, I am satisfied that he may experience challenges securing housing that fits his needs such that more time is required. By contrast, the Landlord, while I acknowledge may face further financial prejudice, after considering the totality of the circumstances I conclude that delaying eviction to June 30, 2026, is fair and appropriate.
16. The extension of time will provide the Tenant time to secure his future income sources/funds to pay the arrears or to find a new place to live.

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:

- \$7,311.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$7,928.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$8,545.00 if the payment is made on or before June 30, 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 June 30, 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 June 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,018.48. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$20.28 per day for the use of the unit starting April 17, 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 June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.

April 22, 2026
Date Issued

Panagiotis P. Roupas
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 January 1, 2027 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	\$7,110.00
Application Filing Fee	\$201.00
Total the Tenant must pay to continue the tenancy	\$7,311.00

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	\$7,727.00
Application Filing Fee	\$201.00
Total the Tenant must pay to continue the tenancy	\$7,928.00

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$8,344.00
Application Filing Fee	\$201.00
Total the Tenant must pay to continue the tenancy	\$8,545.00

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

Rent Owing To Hearing Date	\$6,817.48
Application Filing Fee	\$201.00
Total amount owing to the Landlord	\$7,018.48
Plus daily compensation owing for each day of occupation starting April 17, 2026	\$20.28 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	