



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

Citation: HAMILTON EAST KIWANIS NP HOMES INC. v MCLEOD, 2026 ONLTB 32120

Date: 2026-04-20

File Number: LTB-L-063317-25-RV

In the matter of: 45, 110 ESSLING AVE
HAMILTON ON L9B2K5

Between: HAMILTON EAST KIWANIS NP HOMES Landlord
INC.

And

LORRAINE MCLEOD Tenant

Review Order

HAMILTON EAST KIWANIS NP HOMES INC. (the 'Landlord') applied for an order to terminate the tenancy and evict LORRAINE MCLEOD (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was resolved by order LTB-L-063317-25 issued on October 16, 2025.

On March 2, 2026 the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On March 2, 2026 interim order LTB-L-063317-25-RV-IN was issued, staying the order issued on October 16, 2025.

The request to review was heard by videoconference on April 16, 2026.

The Landlord's agent, Carol-Ann Fetter, and the Tenant attended the hearing.

Determinations:

Preliminary Issue

1. Interim order LTB-L-063317-25-RV-IN issued on March 2, 2026 at 12:34 PM. This order stayed order LTB-L-063317-25 issued on October 16, 2025. Order LTB-L-063317-25-RV-IN was sent to the Court Enforcement Office at 12:41 PM on March 2, 2026.

2. The Court Enforcement Office enforced order LTB-L-063317-25 on March 2, 2026 at 1:20 PM.
3. The Landlord did not receive order LTB-L-063317-25-RV-IN until after the order was enforced and they were not aware that the order had been stayed before enforcement.
4. Since the order was stayed at the time it was enforced, the enforcement was of no force or effect. As a result, the Landlord must return the rental unit to the Tenant immediately and was so told at the review hearing.

Request to Review

5. I am satisfied that the Tenant was not reasonably able to participate in the proceeding. The Tenant denied receiving the notice of hearing mailed to the Tenant by the Board. The Tenant said that they were no longer using the email address identified by the Landlord in the application when the notice of hearing was served so they did not receive the notice of hearing by email. I have no reason to doubt that the Tenant did not receive the notice of hearing sent to the Tenant by the Board.
6. The Landlord's agent said that they delivered to the Tenant's mailbox a copy of the notice of hearing along with the L1/L9 update sheet on September 22, 2025. The Tenant said that they did not receive this. I accept that the Tenant did not receive this notice for two reasons. Firstly, I have no reason to believe one party over the other on this issue and since the Landlord bears the onus, they are unable to tip the scales in their favour on this point. Secondly, it can both be true that the Landlord put the notice in the mailbox and that the Tenant did not receive it or that it did not come to the Tenant's attention.
7. As a result, I cancelled order LTB-L-063317-25 issued on October 16, 2025, and a new hearing was held to consider the merits of the original application.

Merits of the Original Application

8. 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.
9. As of the hearing date, the Tenant was still in possession of the rental unit.
10. The lawful monthly rent increased to \$1,039.00 on November 1, 2025. It is due on the 1st day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$34.16. This amount is calculated as follows: $\$1,039.00 \times 12$, divided by 365 days.
12. The Tenant has paid \$408.00 to the Landlord since the application was filed.
13. The rent arrears owing to April 30, 2026 are \$3,921.24. This amount has been calculated as follows: \$3,443.00 for the period owing up to March 2, 2026 + \$470.24 for the period

April 16-30 2026. No rent is owing for the period March 3, 2026 to April 15, 2026 because the Tenant was not in possession of the rental unit during that time.

14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. There is no last month's rent deposit.
16. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
17. The primary reason for this is that the Tenant does not have sufficient income to pay the rental arrears. The Tenant testified that they are on ODSP and that ODSP pays utilities on their behalf in the amount of \$280.00 per month. This amount, plus the rent, results in a monthly housing expense in the amount of \$1,319.00. The Tenant does not have sufficient remainder from their ODSP income allowance to provide for themselves and make any meaningful contribution towards the arrears. While I am mindful of the Tenant's health issues, I did not find it appropriate to extend the eviction date in the circumstances of this case.

It is ordered that:

1. The Landlord shall return possession of the rental unit to the Tenant immediately.
2. The request to review order LTB-L-063317-25 issued on October 16, 2025 is granted.
3. Order LTB-L-063317-25 issued on October 16, 2025 is cancelled and replaced by the terms set out below.
4. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
5. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$,4107.24 if the payment is made on or before April 28, 2026. See schedule 1 for the calculation of the amount owing.
6. 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 28, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
7. **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 28, 2026.**
8. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,629.00. 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.

9. The Tenant shall also pay the Landlord compensation of \$34.16 per day for the use of the unit starting April 17, 2026 until the date the Tenant moves out of the unit.
10. If the Tenant does not pay the Landlord the full amount owing on or before April 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 29, 2026 at 4.00% annually on the balance outstanding.
11. If the unit is not vacated on or before April 28, 2026, then starting April 29, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
12. 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 29, 2026.

April 20, 2026
Date Issued

Richard Ferriss
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 29, 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 28, 2026

Rent Owing To April 30, 2026	\$3,921.24
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$4,107.24

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

Rent Owing To Hearing Date	\$3,443.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$3,629.00
Plus daily compensation owing for each day of occupation starting April 17, 2026	\$34.16 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	