



Order under Section 69 Residential Tenancies Act, 2006

Citation: MERKUR PROPERTIES v SMITH, 2026 ONLTB 32196

Date: 2026-04-22

File Number: LTB-L-010696-26

In the matter of: 210, 672 KENNEDY RD
TORONTO ON M1K2B6

Between: MERKUR PROPERTIES Landlord

And

JILLIANNE SMITH Tenant

MERKUR PROPERTIES (the 'Landlord') applied for an order to terminate the tenancy and evict JILLIANNE SMITH (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's Legal Representative, Jennifer Abel, the Tenant's Support Person/Case Manager, Tiffany Ngai, and the Tenant attended the hearing. The Tenant requested to speak to Tenant Duty Counsel however Duty Counsel was not available prior to the start of this proceeding.

Determinations:

The Tenant's Support Person request for adjournment is denied.

1. The Tenant's Support Person requested an adjournment of the matter on behalf of the Tenant, given the Tenant's Support Person was only recently advised of this herein matter, and so that the Tenant could sort out her financial issues with the Office of the Public Guardian and Trustee. The Landlord's Legal Representative opposed the adjournment request, given the timing of the same, and further the prejudice to the Landlord given the quantum of arrears.
2. The adjournment request was denied, the Board's obligation is to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter. The Tenant was mailed the Notice of Hearing well in advance of this proceeding, even though it is alleged the Tenant's Support Person only recently received the same. Moreover, the issue with finances can certainly be brought up in s83 submissions.

L1 Determination

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 \$1,799.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$59.15. This amount is calculated as follows: \$1,799.00 x 12, divided by 365 days.
7. The Tenant has paid \$1,198.00 to the Landlord since the application was filed.
8. The rent arrears owing to April 30, 2026, are \$7,797.00.
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 \$1,799.00 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 \$10.97 is owing to the Tenant for the period from January 1, 2026 to April 16, 2026.
12. 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 July 31, 2026, pursuant to subsection 83(1)(b) of the Act. This extension of time accounts for both parties' evidence in relation to their financial circumstances.
13. The Landlord's Legal Representative 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 Case Manager to provide details regarding the Tenant's, income sources and monthly expenses. The Case Manager submitted that the Office of the Public Guardian and Trustee (PGT) provided the rent payments directly to the Landlord, and is unaware why the PGT ceased payments, however the Tenant's Support Person submitted that Tenant would be advised of the same this month. The Tenant did not submit any documentary evidence to substantiate this claim.
14. The Tenant's Support Person testified to the impact an eviction would have on the Tenant given her mental health issues and thus requested 2-3 months delayed eviction, if an eviction is granted, as this would provide time for the Tenant to determine what has transpired with her rental payments from the PGT.

15. In response to questioning from the Board, the Landlord's Legal Representative explained that any further delay in granting the application would be financial prejudicial to the Landlord, and that the Landlord relies on rent to pay expenses related to the rental unit, and was seeking a standard eviction, further the Landlord's Legal Representative submitted that she was not aware where the Tenants rental payment came from as the ledger simply lists cheque.
16. 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 July 31, 2026, due to the significant impact an early eviction would have on the Tenant given her mental health issues and claim from the Tenant's Support Person that the Tenant does not control her finances and the PGT does, and they were in the process of inquiring why payments for rent ceased.
17. Given the submissions on behalf of the Tenant regarding the PGT, I am satisfied that she may experience challenges securing housing that fits her needs such that more time is required. By contrast, the Landlord, while I acknowledge may face further financial prejudice, the Landlord is holding the last month's rent deposit and after considering the totality of the circumstances I conclude that delaying eviction to July 31, 2026, is fair and appropriate.
18. The extension of time will provide the Tenant time to secure her future income/income sources to pay the rental arrears or in the alternative 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:**
 - \$7,983.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$9,782.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$11,581.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$13,380.00 if the payment is made on or before July 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 July 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 July 31, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,320.43. 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 \$59.15 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 July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before July 31, 2026, then starting August 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 August 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 February 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	\$8,995.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,198.00
Total the Tenant must pay to continue the tenancy	\$7,983.00

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	\$10,794.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,198.00
Total the Tenant must pay to continue the tenancy	\$9,782.00

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	\$12,593.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,198.00
Total the Tenant must pay to continue the tenancy	\$11,581.00

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

Rent Owing To July 31, 2026	\$14,392.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,198.00
Total the Tenant must pay to continue the tenancy	\$13,380.00

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

Rent Owing To Hearing Date	\$8,142.40
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,198.00
Less the amount of the last month's rent deposit	- \$1,799.00

Less the amount of the interest on the last month's rent deposit	- \$10.97
Total amount owing to the Landlord	\$5,320.43
Plus daily compensation owing for each day of occupation starting April 17, 2026	\$59.15 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	