



Order under Section 69 Residential Tenancies Act, 2006

Citation: SPRING STREET PROPERTY MANAGEMENT CORP. v REYNEN, 2026 ONLTB 32263

Date: 2026-04-23

File Number: LTB-L-107758-25

In the matter of: A, 34 Spring Street
Westport ON K0G1X0

Between: SPRING STREET PROPERTY MANAGEMENT CORP. Landlord

And

LORILEE A REYNEN Tenant

SPRING STREET PROPERTY MANAGEMENT CORP. (the 'Landlord') applied for an order to terminate the tenancy and evict LORILEE A REYNEN (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

SPRING STREET PROPERTY MANAGEMENT CORP. (the 'Landlord') also applied for an order requiring LORILEE A REYNEN (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement. (L2 Application)

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on April 13, 2026.

Only the Landlord's Legal Representative, Shasta Pearson and the Landlord's Agent, Fraser Beale attended the hearing.

As of 10:13 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. Ms. Pearson advised me that she had received a response from her email to the Tenant of April 7, 2026 at which time she had served the Landlord's documentation. Ms. Pearson provided a copy of the email dated April 9, 2026 from the Tenant stating that the Tenant would not be at the hearing today as she had to have some sort of medical treatment.

Ms. Pearson advised me that she had not been advised of any medical condition that the Tenant had been dealing with and submitted that the Tenant could have reached out to a legal clinic to assist. Further she submitted that the Notice of Hearing was sent out on January 29, 2026 and that the Tenant had sufficient time to advise the Landlord's Legal Representative and the LTB about any necessary accommodations.

Based on the above and the fact that no medical documentation was provided by the Tenant, this application will proceed with only the Landlord's evidence.

Preliminary Issue:

1. I brought up a preliminary issue with the N8 Notice of Termination which had a termination date of February 28, 2026. Based on reviewing the application, I noted that the rent was due on the 7th of each month.
2. After reviewing the termination date on the N8 notice, Ms. Pearson agreed that the termination date was incorrect. As such the N8 notice is deficient and will not form part of this application.

Determinations:

L1 Application – Non-Payment of Rent

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 \$1,461.19. It is due on the 7th day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$48.04. This amount is calculated as follows: \$1,461.19 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 April 30, 2026 are \$11,415.07
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.

L2 Application – Outstanding Utilities

11. On December 5, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on the same date with a termination date December 31, 2025. The notice of termination contained the following allegations: the Tenant has failed to pay the water and sewage bills for 2025. These bills have been added to the Landlord's tax account. Further

it states that the Tenant failed to pay for lawn care services that were requested by the Tenant.

12. The Landlord's Agent provided a copy of the lease between the Landlord and the Tenant and the Tenant is responsible water and sewer charges. Mr. Beale provided a copy of the Tax Bill from the Village of Westport which showed that two water and sewer bills had been added to his tax roll in January of 2025 and March of 2025. These two water and sewer bills related to A-34 Spring Street, Westport, ON.
13. Mr. Beale testified that the water and sewer bills had been given to the Tenant to pay as soon as he received them from the Municipality. He stated that because the Tenant failed to pay these bills in the amounts of \$1,389.09 and \$1,030.95, the Township added these unpaid invoices on to his tax account. Mr. Beale's tax account shows that \$2,419.04 was added to his tax roll for the property.
14. Mr. Beale also testified that the Tenant had requested that the Landlord perform the grass maintenance and that he had provided an estimate and the Tenant agreed. He stated that he took care of the lawncare based on the agreement with the Tenant and provided her with invoices totalling \$508.50. He did provide a copy of those invoices.
15. Mr. Beale did not provide any emails between himself and the Tenant regarding arrangement for this lawn work.

Analysis

16. Section 88.2 of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act") states that:

88.2(1) "A landlord may apply to the Board for an order requiring a tenant or former tenant to pay costs described in subsection (4) if, (a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement, and (b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day section 20 of Schedule 4 to the Protecting Tenants and Strengthening Community Housing Act, 2020 comes into force."
17. The lease stipulates that the Tenants are responsible for water and sewer charges and lawn care.
18. I am satisfied that the Tenant owes the Landlord \$2,419.04 in water and sewer charges and this will be ordered.
19. I am not satisfied that the Tenant owes the Landlord \$508.50 in lawncare services. The Landlord did not provide me with any emails between himself and the Tenant regarding this agreement for lawn care. As such, I am not ordering the Tenant to pay an amount to the Landlord for lawncare expense.

Relief from Eviction

20. The Landlord's Legal Representative stated that she was looking for a non-voidable order from the Board but that she was seeking a delayed eviction date. Ms. Pearson felt that since the Tenant was dealing with some kind of medical issue that it may be appropriate in these circumstances to provide a delay for the Tenant.
21. 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 May 20, 2026 pursuant to subsection 83(1)(b) of the Act. The Tenant appears to be dealing with some type of medical issue and based on these circumstances, I am providing an additional two weeks. Ms. Pearson may have felt that I should be providing the Tenant with a longer delay, but without any medical documentation, I believe that this delay is sufficient.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 20, 2026.
2. The Tenant shall pay to the Landlord \$11,601.07. This amount includes rent arrears owing up to April 30, 2026 and the cost of filing the application.
3. The Tenants shall also pay to the Landlord \$2,419.09, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs.
4. The Tenants shall pay the total amount of \$14,020.11 which includes outstanding rent and the unpaid utilities.
5. If the Tenant does not pay the Landlord the full amount owing on or before May 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 21, 2026 at 4.00% annually on the balance outstanding.
6. The Tenant shall also pay the Landlord compensation of \$48.04 per day for the use of the unit starting May 1, 2026 to the date the Tenant moves out of the unit.
7. If the unit is not vacated on or before May 20, 2026, then starting May 21, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 21, 2026.

April 23, 2026**Date Issued**_____
Carrie Bertrand

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 of the Tenant expires on November 20, 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 as the tenancy is terminated

Rent Owing To April 30, 2026	\$11,415.07
Application Filing Fee	\$186.00
Total – Rent Arrears	11,601.07
Amount owing to the Landlord – L1	\$11,601.07
Total Utilities owed to Landlord – L2	2,419.04
Total Amount Tenant to pay to Landlord	\$14,020.11
Tenant to pay Daily Compensation starting May 1, 2026 until Tenant vacates rental unit	\$48.04 per day