



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

Citation: CHANDLER v PEARCE, 2026 ONLTB 32777

Date: 2026-04-24

File Number: LTB-L-002110-26-RV

In the matter of: 2, 51 MCCAIN STREET
PORT COLBORNE ON L3K3P7

Between: CHRISTINE CHANDLER Landlord

And

ROBERTA MARIE PEARCE Tenant

Review Order

CHRISTINE CHANDLER (the 'Landlord') applied for an order to terminate the tenancy and evict ROBERTA MARIE PEARCE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-002110-26 issued on February 20, 2026. The hearing was held on February 17, 2026. As of 1:36 p.m., the Tenant was not present or represented.

On March 3, 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 3, 2026, interim order LTB-L-002110-26-RV-IN was issued, staying the order issued on February 20, 2026.

This application was heard by videoconference on April 13, 2026. The Landlord, supported by MaryJo Madera, and the Tenant attended the hearing.

Determinations:

1. The Landlord filed an L1 application because the Tenant had not paid her rent. The Tenant was not present or represented at the hearing, held on February 17, 2026.
2. The Tenant requested a review of the order and that the order be stayed until the matter is resolved.
3. The Tenant states she did not receive a Notice of Hearing ('NOH') or a copy of the Landlord's L1 application. In reviewing the Board's records, there is no information which demonstrated when or whether the Board sent a copy of the NOH to the Tenant. The Board had a record of the Landlord being served with the NOH by e-mail but did not

include the Tenant. The Board's records do not indicate that the Tenant logged into the Tribunals Ontario Portal ('portal') until after the hearing was held. Lastly, the Landlord confirmed that they had not sent a copy of the Notice of Hearing to the Tenant in advance of the last hearing date.

4. Given the evidence, I was satisfied that the Tenant was not reasonably able to participate at the hearing held on February 17, 2026. There are insufficient records for me to establish that the Tenant knew, or ought to have known, about the hearing or that the Tenant failed to act with due diligence. The Tenant's request to review LTB-L-002110-26 issued on February 20, 2026, is granted.
5. The hearing was held *de novo*.

Landlord's L1 Application

6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$900.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$29.59. This amount is calculated as follows: $\$900.00 \times 12$, divided by 365 days.
10. The Tenant has paid \$900.00 to the Landlord since the application was filed.
11. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.
13. The Tenant disputes the rent arrears stating that a last month's rent deposit was paid by ODSP. The Landlord disputes this stating they received only one payment of rent totaling \$900.00 for the first month of rent. However, the Tenant agreed that only one payment was made to the Landlord totalling \$900.00, and this amount was reflected on the L1/L9 update as a payment made (see par.10 above).
6. Therefore, I find that the rent arrears owing to April 30, 2026, are \$4,500.00. I note this amount was miscalculated during the hearing; however, this has been corrected in this order.
7. The Tenant submits that she has not been paying the rent because the Landlord will only accept cash payments and will not provide the Tenant with receipts. The Tenant says she made cash payments but could not provide any corroboratory documentary evidence, such as bank statements, which could support her oral statements. She says she forgot to provide bank statements despite the Board's Interim Order which indicated that if the hearing was granted, a new hearing would be held, and the delay of five weeks between when the review was granted and the date of the hearing.

8. The Tenant also submitted she had a witness with her who could provide testimony that she observed the Tenant giving the Landlord cash payment(s). However, the Tenant did not advise the Board that the intended witness in the room with her and had been so the entire time. Therefore, I did not hear from this witness as I find their evidence could be compromised by tailoring this evidence based on evidence already adduced. This would call into question the credibility of that individual's evidence.
9. The Tenant also submitted that the Landlord did not ask ODSP to direct funds to her. However, I find that this attempts to place the responsibility of getting the rent paid on the Landlord, rather than the Tenant. Further, it is unclear to me how the Landlord would be able to direct the Tenant's ODSP funds, as presumably ODSP would only be able to direct funds elsewhere when the Tenant has given her express permission to ODSP to do so.
10. I further find the Tenant's evidence lacks credibility. For example, the Tenant states she would have directed the funds to the Landlord if the Landlord had wanted her to. However, she later stated she did contact her ODSP worker and that she was given paperwork to direct funds to the Landlord and these were submitted to ODSP. This contradicts the Tenant's earlier statements in which she says that the Landlord did not ask ODSP for the funds to be directed to the Landlord, and her statements that she paid the Landlord in cash.
11. The Tenant also advised that the Landlord was harassing her, and that the Landlord is very aggressive, and police had been called several times. However, based on the Tenant's evidence, it was unclear to me how the Landlord was harassing her. For example, the Tenant's evidence was that the Landlord was jealous of the Tenant over an unnamed male individual. However, I cannot find any correlation between the Landlord's alleged jealousy and the Tenant's failure to pay the rent. No documentary evidence was provided to substantiate these allegations, for example, a copy of a police report, and no witnesses were called who could have provided additional testimony to substantiate the Tenant's allegations.
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 May 15, 2026, pursuant to subsection 83(1)(b) of the Act. The Landlord seeks a standard order because the tenancy began on September 1, 2025, and the Tenant only made one payment for rent although the Tenant lived in a different area of the same rental complex prior to the unit which forms the basis of this application.
13. The Tenant states she is 57 years old and has a serious chronic medical condition and is scheduled to start treatment soon. The Tenant seeks a payment plan.
14. During the hearing, I reviewed the Tenant's income versus her expenses. The Tenant's monthly income is \$1,356.00. Her expenses, including her rent, is \$1,250.00. I also note that in my view the Tenant's estimate of grocery expenses was underestimated at only \$200.00 per month.
15. Based on the Tenant's income versus her expenses, I am not satisfied the Tenant can adhere to a repayment plan within a reasonable time frame. Even at the maximum available funds of \$106.00 monthly, it would take the Tenant 43 months to address the arrears. In my view, the Tenant is either unwilling or unable to pay the rent. Since the

application was filed, the Tenant has not made any additional payments. In my view, it would be prejudicial to the Landlord to permit the tenancy to continue.

16. However, I am of the view a short delay in termination to May 15, 2026, gives the Tenant some additional time to find alternate housing while minimizing further prejudice to the Landlord.

17. This order contains all of the reasons within it. No further reasons shall issue.

It is ordered that:

1. The request to review order LTB-L-002110-26 is granted.
2. Order LTB-L-002110-26, issued on February 20, 2026, is cancelled, and replaced with 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:**
 1. \$4,701.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

2. \$5,601.00 if the payment is made on or before May 15, 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 15, 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 15, 2026.**
7. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,185.67. 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.
8. The Tenant shall also pay the Landlord compensation of \$29.59 per day for the use of the unit starting April 14, 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 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 16, 2026, at 4.00% annually on the balance outstanding.

10. If the unit is not vacated on or before May 15, 2026, then starting May 16, 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 16, 2026.

April 24, 2026
Date Issued

Jane Dean
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 16, 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	\$5,400.00
Application Filing Fee	\$201.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$900.00
Total the Tenant must pay to continue the tenancy	\$4,701.00

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 15, 2026

Rent Owing To May 31, 2026	\$6,300.00
Application Filing Fee	\$201.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$900.00
Total the Tenant must pay to continue the tenancy	\$5,601.00

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

Rent Owing To Hearing Date	\$4,884.67
Application Filing Fee	\$201.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$900.00
Total amount owing to the Landlord	\$4,185.67
Plus daily compensation owing for each day of occupation starting April 14, 2026	\$29.59 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	