



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1001017884 ONTARIO INC v Wonta, 2026 ONLTB 33097

Date: 2026-04-27

File Number: LTB-L-087322-25

In the matter of: 69 ORR DR
BRADFORD ON L3Z0L9

Between: 1001017884 ONTARIO INC Landlord

And

Tamara Wonta Tenant

1001017884 ONTARIO INC (the 'Landlord') applied for an order to terminate the tenancy and evict Tamara Wonta (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's agent Stephanie Binns, the Landlord's legal representative Janis Taylor, and the Tenant attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,450.00. It is due on the 1st day of each month.
4. The parties disputed the amount of the monthly rent. The Tenant's position is that the rent is \$1,400.00 and that there has been no increase in rent since the beginning of her tenancy in 2014. The Landlord's position is that the rent at the time the Landlord purchased the party was \$1,450.00 per month and that this was communicated to her by the former Landlord during the transaction.
5. Bank statements provided by the Tenant show that she had made payments of \$1,450.00 to the previous Landlord. These transactions support the Landlord's position with respect to the amount of the monthly rent. The Tenant explained at the hearing that the \$50.00

difference is explained as an “overpayment” but did not meet the evidentiary burden of establishing this at the hearing.

6. Based on the Monthly rent, the daily rent/compensation is \$47.67. This amount is calculated as follows: \$1,450.00 x 12, divided by 365 days.
7. The Tenant has paid \$1,400.00 to the Landlord since the application was filed.
8. At the hearing, the Tenant claimed to have not been paying rent to the Landlord out of confusion about who her Landlord was at any given period of time. This is despite the service of a letter explaining the change in ownership to the Tenant and the provision of supporting documents showing the transfer of ownership to the Landlord.
9. Based on the testimony given at the hearing, I do not find the Tenant’s claims of confusion to be credible. In my view, at all relevant points, the Tenant was aware of the obligation to pay rent and had appropriate notice of the change of ownership. She did not produce evidence of payments to the former Landlord arising out of her supposed confusion and did not call the previous landlord as a witness at the hearing. Her statements in her communications with the Landlord, the Landlord’s representatives, and the Board are confusing, inconsistent, and – in my view – a deliberate attempt to muddy the waters about her rent payments and obligations.
10. The Tenant’s recounting of her rent payments strains credulity. She testified that she didn’t know who to pay, but a more accurate characterization is that she did not accept the clear documentation showing a transfer of ownership of the rental unit. This does not absolve her of her obligations to pay rent to the Landlord. The only rent payment she has made to the Landlord was a partial payment of \$1,400.00 in February 2026, and this was only made after an interim order from the Board after the initial hearing date for this matter: LTB-L-087322-25-IN.
11. The rent arrears owing to February 28, 2026 are \$18,900.00.
12. The Tenant also disputed the amount of rent claimed on the application. She claims that she and the previous Landlord had agreed to a verbal waiver of future rent and that this waiver should be passed on to the Landlord as part of the tenancy. Again, it strains credulity that a Landlord would verbally release a Tenant of rent obligations without explanation. Again, the Tenant did not call the previous landlord as a witness at the hearing to corroborate her account.
13. I find, on a balance of probabilities, that the Landlord’s accounting of the arrears owing to the hearing date is accurate.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$1,400.00 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.
16. Interest on the rent deposit, in the amount of \$297.68 is owing to the Tenant for the period from May 1, 2014 to February 13, 2026.

17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
18. The Tenant has, in my view, deliberately frustrated the Landlord's ability to collect rental payments. She is not requesting relief from eviction with clean hands. There are no compelling circumstances that warrant relief and it would be highly prejudicial to the Landlord's interests to extend this tenancy any longer without resolution of the arrears.

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:**
 - \$21,986.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$23,436.00 if the payment is made on or before May 8, 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 May 8, 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 May 8, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$16,558.03. 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 \$47.67 per day for the use of the unit starting February 14, 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 May 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 9, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 8, 2026, then starting May 9, 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 May 9, 2026.

April 27, 2026
Date Issued

Jeremy Henderson
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 9, 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	\$23,200.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,400.00
Total the Tenant must pay to continue the tenancy	\$21,986.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 8, 2026

Rent Owing To May 31, 2026	\$24,650.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,400.00
Total the Tenant must pay to continue the tenancy	\$23,436.00

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

Rent Owing To Hearing Date	\$19,469.71
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,400.00
Less the amount of the last month's rent deposit	- \$1,400.00
Less the amount of the interest on the last month's rent deposit	- \$297.68
Total amount owing to the Landlord	\$16,558.03
Plus daily compensation owing for each day of occupation starting February 14, 2026	\$47.67 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	