



Order under Section 69 Residential Tenancies Act, 2006

Citation: Minto Apartment Limited Partnership on behalf of the Registered Owners v Woodley,
2026 ONLTB 33276

Date: 2026-04-28

File Number: LTB-L-011513-26

In the matter of: 1005, 255 GLENLAKE AVE
TORONTO ON M6P1G2

Between: Minto Apartment Limited Partnership on behalf of the Registered Owners Landlord

And

Thomas Woodley Tenant

Minto Apartment Limited Partnership on behalf of the Registered Owners (the 'Landlord') applied for an order to terminate the tenancy and evict Thomas Woodley (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 21, 2026.

The Landlord's Legal Representative, Faith McGregor, 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 \$2,402.00. It is due on the 1st day of each month. The parties confirmed that the rent decreased by \$55.00 per month beginning April 1, 2026 due to the cancellation of a storage amenity.
4. Based on the Monthly rent, the daily rent/compensation is \$78.97. This amount is calculated as follows: \$2,402.00 x 12, divided by 365 days.

5. The Tenant has paid \$594.64 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$8,678.36.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,457.00 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.
9. Interest on the rent deposit, in the amount of \$15.69 is owing to the Tenant for the period from January 1, 2026 to April 21, 2026.

Relief from Eviction:

10. 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 June 30, 2026 pursuant to subsection 83(1)(b) of the Act.
11. The Tenant testified that he is currently employed part-time for a ride-share provider, making approximately \$100.00 per day before taxes. He is only able to work four hours per day due to a health condition that prevents him from being seated/immobile for long periods. The Tenant also receives ODSP benefit payments totaling \$1,600.00 per month.
12. The Tenant expressed his strong desire to remain in the unit and proposed a payment plan of \$500.00 every two weeks in addition to the monthly rent to try and preserve the tenancy. The Tenant emphasized that his health will improve in the next few months which will allow him to increase his work hours to help pay the arrears. However, on cross-examination the Tenant provided further details regarding his expenses, including credit card debts and a car loan, that significantly impact the viability of a payment plan.
13. The Tenant also provided details regarding his personal losses and ongoing health issues that have contributed to his current financial struggles. His lack of family and having already borrowed funds from his friends has resulted in a diminished support system that will likely leave him homeless in the event of eviction. The Tenant was not certain how much time he would need to secure another unit if evicted but estimated he would require several months.
14. The Landlord seeks a standard order payable in 11 days. The Landlord's Legal Representative reiterated the unsustainability of a payment plan as, based on the amounts provided by the Tenant at the hearing, the Tenant's expenses currently surpass his income by over \$650.00 per month without taking into account the additional payments that would be required under a payment plan. This would result in the Tenant breaching any conditional order and creating further processes for the Landlord to pursue.
15. Based on the evidence before me, I am inclined to agree with the Landlord. The Tenant's financial situation and current part-time employment make a conditional order unreasonable in the circumstances. While I appreciate that there is the possibility that the Tenant may be able to increase his work hours if his health improves, that is not a certainty

on which to base a payment plan now. However, given the Tenant's personal and health circumstances, I find that it would not be unfair to postpone the eviction until June 30, 2026, to provide the Tenant additional time to try and void the order or secure alternate accommodation.

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:**
 - \$8,864.36 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$11,266.36 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$13,668.36 if the payment is made on or before June 30, 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 June 30, 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 June 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,648.04. 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 \$78.97 per day for the use of the unit starting April 22, 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 June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.

April 28, 2026
Date Issued

Fotoula Hatzantonis
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 January 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	\$9,273.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$594.64
Total the Tenant must pay to continue the tenancy	\$8,864.36

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	\$11,675.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$594.64
Total the Tenant must pay to continue the tenancy	\$11,266.36

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	\$14,077.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$594.64
Total the Tenant must pay to continue the tenancy	\$13,668.36

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

Rent Owing To Hearing Date	\$8,529.37
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$594.64
Less the amount of the last month's rent deposit	- \$2,457.00
Less the amount of the interest on the last month's rent deposit	- \$15.69
Total amount owing to the Landlord	\$5,648.04
Plus daily compensation owing for each day of occupation starting April 22, 2026	\$78.97 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	