



Order under Section 69 Residential Tenancies Act, 2006

Citation: Poplar Plains Investments Limited v Davis, 2026 ONLTB 33630

Date: 2026-04-29

File Number: LTB-L-013565-26

In the matter of: 409, 15 Leslie St
Brampton ON L6X2J3

Between:	Poplar Plains Investments Limited	Landlord
	and	
	Keisha Davis	Tenant

Poplar Plains Investments Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Keisha Davis (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 23, 2026.

The Landlord's Legal Representative, Marie Galevski, and the Tenant attended the hearing.

Determinations:

Preliminary Issue – section 82 issues

1. At the outset of the hearing, the Tenant stated that she wanted to raise maintenance issues. She testified that she tried to upload her documents to the Tribunals Ontario Portal ('TOP') but encountered technical difficulties. She is still waiting to hear from the technical support team with respect to a resolution. She testified that while she had emailed the Landlord about the issues, she had not provided a complete description of each issue, including what she is seeking from the Board in relation to each issue.
2. Pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'), a tenant who intends to raise issues that could be the subject of an application made by the tenant under the Act must provide the Landlord with proper, written notice, as set out in Rule 19.4 of the Board's Rules of Procedure. The Tenant acknowledges that she has not complied with this requirement and, while she may not have been able to file written notice on TOP, the Tenant did not provide any reasonable explanation as to why she could not comply with the disclosure requirement by providing a copy to the Landlord prior to the hearing. As a result, the Tenant was not permitted to raise any issues under section 82 of the Act. The Tenant still has an opportunity bring their own application against the Landlord to address the issues he sought to raise at this hearing under section 82.

Rent Arrears

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 Landlord's Legal Representative states that the monthly rent is \$1,539.60. This is disputed by the Tenant. The Tenant testified that she believes that the rent increased in January 2026 to approximately \$1,600.00, although she was not sure of the exact amount. I prefer the evidence of the Landlord's Legal Representative, who provided an exact amount of the rent, which the Tenant did not dispute was the lawful monthly rent of the tenancy. This was the same amount is consistent with the N4 Notice of Termination and the Landlord's application. In contrast, the Tenant's evidence of a rent increase was extremely vague and, despite being provided time during the hearing to provide the exact amount which she states is the lawful monthly rent, the Tenant was unable to do so.
6. As such, based on the evidence presented at the hearing, I find that the lawful rent is \$1,539.60. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$50.62. This amount is calculated as follows: $\$1,539.60 \times 12$, divided by 365 days.
8. The Tenant has paid \$4,618.80 to the Landlord since the application was filed.
9. The rent arrears owing to April 30, 2026 are \$539.60.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,507.72 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.
12. Interest on the rent deposit, in the amount of \$9.80 is owing to the Tenant for the period from January 1, 2026 to April 23, 2026.
13. The Landlord is seeking a standard termination order. The Landlord's Legal Representative submits that this is the parties third time before the Board since 2023 for rent arrears and that it is evident that the tenancy is not viable.
14. The Tenant is seeking to preserve the tenancy. She testified that she can pay the full balance owing by the end of April 2026. The Tenant's testimony confirms that her income is insufficient to cover the full lawful monthly rent plus her monthly expenses. For this reason, I am not satisfied that a payment plan or conditional order would be appropriate in the circumstances as I am not satisfied that the Tenant has the means to pay her lawful monthly rent in full.

15. However, considering that the Tenant testified that she can pay the full balance owing by April 30, 2026, I find it appropriate, considering all of the circumstances, to provide the Tenant until May 11, 2026 to pay all arrears owing, including any new rent that becomes due at the time of payment. While I am mindful of the Tenant's circumstances and that she lives in the rental unit with her two dependent children, any further delay in termination of the tenancy would be prejudicial to the Landlord as the Tenant does not have the means to pay and the arrears are likely to continue to accrue.

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:**
 - \$725.60 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$2,265.20 if the payment is made on or before May 10, 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 10, 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 10, 2026.**
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$1,167.26. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$50.62 per day for compensation for the use of the unit starting April 24, 2026 until the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before May 10, 2026, then starting May 11, 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 11, 2026.

April 29, 2026
Date Issued

Candace Aboussafy
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 11, 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	\$5,158.40
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,618.80
Total the Tenant must pay to continue the tenancy	\$725.60

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 10, 2026

Rent Owing to May 31, 2026	\$6,698.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,618.80
Total the Tenant must pay to continue the tenancy	\$2,265.20

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

Rent Owing to Hearing Date	\$4,783.06
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,618.80
Less the amount of the last month's rent deposit	- \$1,507.72
Less the amount of the interest on the last month's rent deposit	- \$9.80
Total amount owing to the Landlord	\$(1,167.26)
Plus daily compensation owing for each day of occupation starting April 24, 2026	\$50.62 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	