



Order under Section 69 Residential Tenancies Act, 2006

Citation: THIBAUT v MICHAUD, 2026 ONLTB 33648

Date: 2026-04-27

File Number: LTB-L-012352-26

In the matter of: unit 1, 57 BIRCH ST
GARSON ON P3L1B4

Between: GILLES THIBAUT

Landlord

And

DAVID MICHAUD

Tenant

GILLES THIBAUT (the 'Landlord') applied for an order to terminate the tenancy and evict DAVID MICHAUD (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

Only the Landlord attended the hearing.

As of 9:25 am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

The Tenant

1. The Tenant was aware of the LTB hearing but did not attend.
2. The Landlord read into the record text communication between the Tenant and the Landlord on April 20, 2026. The Tenant acknowledges the arrears, advised that he was in hospital and asked the Landlord to let the Tribunal know that he agrees with the arrears. I understood this to mean that the Landlord was to proceed with the application.
3. Additionally, the Tenant's case worker advised the Landlord that they are aware of the arrears and working to find some possible financial assistance.

The L1 Application

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$1,050.63. It is due on the 1st day of each month.
7. The Landlord had provided an incomplete L1L9 update sheet and was afforded time to complete and upload to the portal.
8. The Landlord failed to include the February 2026 rent owing on the L1 application filed on February 4, 2026. This has been corrected for the calculation of this order.
9. Based on the Monthly rent, the daily rent/compensation is \$34.54. This amount is calculated as follows: $\$1,050.63 \times 12$, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to April 30, 2026 are \$7,112.92.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,000.00 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.
14. Interest on the rent deposit, in the amount of \$60.93 is owing to the Tenant for the period from October 14, 2023 to April 21, 2026.
15. The Landlord said the tenancy began in 2023. He is aware of the Tenant's medical circumstances and said a minor child lives in the rental unit. He said the Tenant was provided with payment plan options, the Tenant would agree but not comply. He is aware that the Tenant's worker is trying to secure financial support.
16. While the Landlord requested minimal delay as relief, he did not provide any evidence that a delay would cause unreasonable financial stress. As a result, I am exercising my discretion to delay the eviction to allow the Tenant opportunity to secure potential financial support in an effort to preserve his tenancy. While I acknowledge some prejudice to the Landlord, I do not believe this delay will cause extreme financial hardship to the Landlord.
17. 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 15, 2026 pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$7,298.92 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$8,371.60 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$9,444.28 if the payment is made on or before June 15, 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 15, 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 15, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,905.98. 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 \$35.27 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 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 16, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 15, 2026, then starting June 16, 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 June 16, 2026.

April 27, 2026
Date Issued

Dana Wren
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 December 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	\$7,211.92
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,298.92

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	\$8,185.60
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,371.60

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

Rent Owing To June 30, 2026	\$9,258.28
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,444.28

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

Rent Owing To Hearing Date	\$6,780.91
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,000.00
Less the amount of the interest on the last month's rent deposit	- \$60.93
Total amount owing to the Landlord	\$5,905.98
Plus daily compensation owing for each day of occupation starting April 22, 2026	\$35.27 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	