



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

File Number: LTB-L-107064-25-RV

In the matter of: 8 TOURNAMENT DR
BRAMPTON ON L7A 3K1

Between: 10492213 CANADA INC Landlord

And

LISA ADELE MUNROE
DAMIEN A AARONS
JEAN SONJA MUNROE Tenants

Review Order

10492213 CANADA INC and 10492213 CANADA INC (the 'Landlord') applied for an order to terminate the tenancy and evict LISA ADELE MUNROE, DAMIEN A AARONS and JEAN SONJA MUNROE (the 'Tenants') because the Tenant did not pay the rent that the Tenant owes.

The application was resolved by order LTB-L-107064-25 issued on February 3, 2026.

On March 31, the Board granted interim order LTB-L-107064-25-RV-IN2 cancelling order LTB-L-107064-25 issued on February 3, 2026 and directing that the application be reheard.

The application returned before me in videoconference 149 on April 23, 2026 to be reheard.

The Landlord's agents Devraj Valecha and Qian Zhuang, the Landlord's legal representative Manpreet K Grewal and the Tenant Lisa Adele Munroe attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$4,100.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$134.79. This amount is calculated as follows: \$4,100.00 x 12, divided by 365 days.
5. The rent arrears owing to April 30, 2026 are \$24,600.00.
6. The Tenants agreed that they have made no payments since the application was filed but requested relief from eviction based on their circumstances which included ill health. The Tenants requested a delay of eviction until June 15, 2026 because they expect to have proceeds from the sale of property abroad sufficient to clear all arrears. The Landlords testified to the financial, and associated emotional, distress caused by the substantial arrears. They filed proof that they are in danger of defaulting on their mortgage and are facing enforcement proceedings for unpaid municipal rates. I can have no confidence in the Tenants' promise to pay at a future date because they provided insufficient particulars to show that they will in fact be in funds by the date proposed. Rather, it seemed that date was an estimate, contingent of other things which were not detailed. That the Tenants have made no contribution towards the arrears is more consistent with the Landlord's fears that they have no genuine intention of fulfilling their financial obligations.
7. 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 a short delay of eviction would not be unfair to allow the Tenants additional time to clear the arrears or make arrangements to move this family which includes four children.
8. The Landlord collected a rent deposit of \$4,100.00 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 \$53.55 is owing to the Tenants for the period from September 9, 2025 to April 23, 2026.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$24,786.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$28,886.00 if the payment is made on or before May 16, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants 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 16, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.

4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before May 16, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$19,632.62. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$134.79 per day for the use of the unit starting April 24, 2026 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before May 16, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 17, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 16, 2026, then starting May 17, 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 17, 2026.

April 28, 2026
Date Issued

Nersi Makki
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 17, 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 Tenants 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	\$24,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$24,786.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before May 16, 2026

Rent Owing To May 31, 2026	\$28,700.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$28,886.00

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

Rent Owing To Hearing Date	\$23,600.17
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$4,100.00
Less the amount of the interest on the last month's rent deposit	- \$53.55
Total amount owing to the Landlord	\$19,632.62
Plus daily compensation owing for each day of occupation starting April 24, 2026	\$134.79 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	