



Order under Section 69 Residential Tenancies Act, 2006

Citation: Drake Property Management v Morris, 2026 ONLTB 33819

Date: 2026-04-29

File Number: LTB-L-011176-26

In the matter of: 810, 2 Silver Maple Crt
Brampton ON L6T4R1

Between:	Drake Property Management	Landlord
	and	
	Calvin Morris	Tenant

Drake Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Calvin Morris (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

Only the Landlord's Legal Representative, Sabrina Marchionne, and Lesa Paul Morrison ('LM'), the Tenant's wife, attended the hearing.

As of 10:17am, 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.

LM did not have written authorization to represent the Tenant's interests in the matter nor was she able to have the Tenant attend to confirm authorization during the hearing. As LM did not have authorization to represent the Tenant, she was not permitted to act as a representative or agent of the Tenant, but she was permitted to give submissions under section 83 of the *Residential Tenancies Act, 2006* (the 'Act').

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 \$1,731.33. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$56.92. This amount is calculated as follows: $\$1,731.33 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$12,395.36.
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 \$1,689.11 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 \$269.31 is owing to the Tenant for the period from August 16, 2017 to April 23, 2026.
10. LM testified that the Tenant has been sick and returned to Jamaica to receive natural remedies. She testified that she has been the one paying the rent for the unit while he is in Jamaica and he is not expecting to return until the summer. She testified that his income is from a pension, which is being put towards his treatment in Jamaica. She has been unable to work due to a fall that she states happened in the residential complex. She is expecting to return to work in June.
11. I find that it would not be fair in the circumstances to deny eviction and instead impose a payment plan. The Tenant does not have the means to pay the monthly rent, and therefore no way to make regular payments towards the arrears. LM requested that the Board permit the Tenants to live in the rental unit, rent free, until at least June 2026 at which time she expects they could start making some payments. Any potential income that could be put towards the arrears in June 2026 was speculative, based only on LM's hope that she can return to work. For these reasons, I am not satisfied that the tenancy is viable.
12. I have considered all of the disclosed circumstances in accordance with section 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until May 18, 2026 pursuant to section 83(1)(b) of the Act.
13. LM did not know how long the Tenant would need to move out of the rental unit. The Tenant is not staying in the rental unit, but his wife and adult-aged child are living in the rental unit. The arrears are substantial and with the Tenant unable to make any payments towards the ongoing rent, the arrears are likely to continue to accrue until the Tenant vacates. The eviction is being briefly postponed to provide the Tenant with some time to find new living arrangements for himself and his family. Considering all of the above, it would be fair to postpone eviction to May 18, 2026 but would be unfair to postpone the eviction further.

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:

- \$12,581.36 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$14,312.69 if the payment is made on or before May 18, 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 18, 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 18, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,200.77. 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 \$56.92 per day for the use of the unit starting April 24, 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 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 19, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 18, 2026, then starting May 19, 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 19, 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 19, 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	\$12,395.36
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,581.36

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 18, 2026

Rent Owing to May 31, 2026	\$14,126.69
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,312.69

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

Rent Owing to Hearing Date	\$11,973.19
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,689.11
Less the amount of the interest on the last month's rent deposit	- \$269.31
Total amount owing to the Landlord	\$10,200.77
Plus daily compensation owing for each day of occupation starting April 24, 2026	\$56.92 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	