



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-014048-26

In the matter of: 18-100 Twenty Fifth St.
Etobicoke, ON M8V3P8

Between: Venier Properties Inc. Landlord

And

Tim Therien Tenant

Venier Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Tim Therien (the 'Tenant') because the Tenant did not pay the rent owed L1 Application).

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant has been persistently late in paying the Tenant's rent (L2 Application).

This application was heard by videoconference on April 27, 2026.

Only the Landlord's Representative, Bryan Rubin, attended the hearing.

As of 9:48 a.m., 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:

L1 Application

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 \$909.31. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$29.90. This amount is calculated as follows: $\$909.31 \times 12$, divided by 365 days.
5. The Tenant has paid \$1,731.02 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026, are \$478.72.
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 \$777.00 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 \$7.96 is owing to the Tenant for the period from November 1, 2025, to April 27, 2026.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

L2 Application

11. On February 12, 2026, the Landlord issued the Tenant a Notice to End Tenancy at the End of the Term (N8 notice), deemed served February 12, 2026, with a termination date of April 30, 2026. The N8 notice claims the Tenant was late in paying rent for 7 out of 7 consecutive months between July 1, 2025, and January 31, 2026.
12. Rent is due monthly on the first day of each month. The payments for rent covering the period from July 1, 2025, to January 1, 2026, were paid as follows:
 - July 2025 was partially outstanding as of February 12, 2026
 - August 2025 was partially outstanding as of February 12, 2026
 - September 2025 was partially outstanding as of February 12, 2026
 - October 2025 was partially outstanding as of February 12, 2026
 - November 2025 was partially outstanding as of February 12, 2026
 - December 2025 was partially outstanding as of February 12, 2026
 - January 2026 was partially outstanding as of February 12, 2026

13. Since the Tenant paid the rent late 9 times during the period from July 1, 2025, to January 1, 2026, I find that the Tenant has persistently paid the rent late.

14. Since the N8 notice was served the Tenant has paid the rent as follows:

- March 2025 was partially outstanding as of the hearing date.
- April 2025 was partially outstanding as of the hearing date.

15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the payments made by the Tenant, the outstanding rent arrears balance, and the Landlord's request for a standard eviction order. Based on these considerations, I find that granting relief from eviction, subject to the conditions outlined in this order pursuant to subsections 83(1)(a) and 204(1) of the Act, would not be unfair.

It is ordered that:

L1 Application

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:**
 - \$664.72 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$1,574.03 if the payment is made on or before May 11, 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 11, 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 11, 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 \$222.25. See Schedule 1 for the calculation of the amount owing. However, the Landlord is

authorized to deduct from the amount owing to the Tenant \$29.90 per day for compensation for the use of the unit starting April 28, 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 11, 2026, then starting May 12, 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 12, 2026.

L2 Application

9. If the Tenant voids the L1 portion of the order by making the required payment in accordance with paragraph 2 above, the tenancy shall continue on the condition that the Tenant pay to the Landlord new rent on time and in full as it comes due and owing for the period from June 1, 2026, to July 1, 2027.
10. If the Tenant fails to make any one of the payments in accordance with paragraph 10 of this order, the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant.

April 30, 2026
Date Issued

Ken Audziss
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 12, 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	\$2,209.74
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,731.02
Total the Tenant must pay to continue the tenancy	\$664.72

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 11, 2026

Rent Owing to May 31, 2026	\$3,119.05
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,731.02
Total the Tenant must pay to continue the tenancy	\$1,574.03

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

Rent Owing to Hearing Date, April 27, 2026	\$2,107.73
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,731.02
Less the amount of the last month's rent deposit	- \$777.00
Less the amount of the interest on the last month's rent deposit	- \$7.96
Total amount owing to the Landlord	\$(222.25)
Plus, daily compensation owing for each day of occupation starting April 28, 2026	\$29.90 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	