



Order under Section 69 Residential Tenancies Act, 2006

Citation: White v Theobald, 2026 ONLTB 36126

Date: 2026-05-05

File Number: LTB-L-014874-26

In the matter of: UPPER, 4275 WYANDOTTE ST E
WINDSOR ON N8Y1G8

Between: Michael Shawn White Landlord

And

Sky Jennifer Theobald Tenants
Payton Robison

Michael Shawn White (the 'Landlord') applied for an order to terminate the tenancy and evict Sky Jennifer Theobald and Payton Robison (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord and the Tenant, Sky Jennifer Theobald, attended the hearing. The Tenant consulted with Tenant Duty Counsel prior to the hearing.

Determinations:

Preliminary Issue

1. At the commencement of the hearing, the Tenant requested an adjournment. She testified that although she contacted all available resources for assistance with the Landlord's application and the rent arrears, she was unable to secure support. She stated that she attended the local community legal clinic, where she was advised that they only provide assistance to tenants facing eviction. She further testified that she consulted with a paralegal who was willing to represent her however, as the paralegal would not accept a payment plan for their fees, she was unable to formally retain their services.
2. The Landlord was opposed to the adjournment request and testified this was their second time at the LTB, and he was prepared to proceed.
3. Based on the Tenant's testimony, I was not satisfied that the matter could not proceed. While I am mindful of the Tenant's technical difficulties and her unsuccessful efforts to obtain legal representation, I find her explanation regarding the legal clinic to be without merit. The

hearing clearly concerned the termination of the tenancy and eviction therefore, the Tenant's assertion that the local community legal clinic declined to assist her on that basis is not credible. It is possible that the Tenant approached the clinic regarding maintenance issues, which would account for the response she described however, when seeking legal advice, it is necessary to provide the representative with accurate and relevant information. Accordingly, the request for an adjournment was denied, and the matter proceeded.

L1 Application

4. 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.
5. As of the hearing date, the Tenants were still in possession of the rental unit.
6. The lawful rent is \$1,499.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$49.28. This amount is calculated as follows: \$1,499.00 x 12, divided by 365 days.
8. The Tenants have paid \$2,000.00 to the Landlord since the application was filed.
9. The rent arrears owing to April 30, 2026 are \$2,994.00.
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 \$1,499.00 from the Tenants 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 \$26.65 is owing to the Tenants for the period from June 23, 2025 to April 27, 2026.
13. The Tenant does not dispute the rent arrears owed to the Landlord.

Relief from eviction

14. The Landlord testified that he is seeking an 11-day standard eviction order. He stated that the monthly rent is \$1,499.00 and that he receives a monthly payment of \$1,000.00 from Ontario Works to be applied toward the Tenants' rent. He explained that since November 2025, the Tenants have not paid the remaining \$499.00 portion of the rent each month, resulting in rent arrears totaling \$2,994.00.
15. The Tenant testified that she does not dispute the Landlord's evidence. She stated that she contacted the Landlord to advise him that the rent bank was prepared to assist in paying the arrears; however, the Landlord declined to cooperate with her request to communicate with the rent bank. She testified that she does not have the financial ability to pay the arrears without such assistance, and that, as the Landlord refuses to contact the rent bank, the arrears remain outstanding.

16. It was conveyed to the Tenant that the responsibility for contacting the rent bank, or any other social service provider, rests with her, and that if her application were approved, the Landlord would be contacted directly by the administering agency. The Tenant's testimony made it apparent that she was uncertain about the correct process and indicated that she would contact the rent bank directly.
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 30, 2026 pursuant to subsection 83(1)(b) of the Act.
18. Based on the evidence before me, I do not find it appropriate to impose a repayment plan for the rent arrears as it is apparent, the Tenant does not have the financial means to comply with its conditions. In this case, I do find it appropriate to postpone the termination date to June 30, 2026, to provide the Tenants with sufficient time to void this order or secure alternative housing.

It is ordered that:

1. The tenancy between the Landlord and the Tenants 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:**
 - \$4,679.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$6,178.00 if the payment is made on or before June 30, 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 Tenants have paid the full amount owing as ordered plus any additional rent that became due after June 30, 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 June 30, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$1,485.91. 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 \$49.28 per day for the use of the unit starting April 28, 2026 until the date the Tenant moves out of the unit.

7. If the Tenants do not pay the Landlord the full amount owing on or before June 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 July 1, 2026.

May 5, 2026
Date Issued

Susan Priest
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 January 1, 2027 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 May 31, 2026

Rent Owing To May 31, 2026	\$6,493.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,000.00
Total the Tenants must pay to continue the tenancy	\$4,679.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$7,992.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,000.00
Total the Tenants must pay to continue the tenancy	\$6,178.00

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

Rent Owing To Hearing Date	\$4,825.56
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,000.00
Less the amount of the last month's rent deposit	- \$1,499.00
Less the amount of the interest on the last month's rent deposit	- \$26.65
Total amount owing to the Landlord	\$1,485.91
Plus daily compensation owing for each day of occupation starting April 28, 2026	\$49.28 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	