



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

File Number: LTB-L-015829-26

In the matter of: 2, 97 COLBORNE ST S
SIMCOE ON N3Y4H4

Between: Victor Bonnici and Fabienne Bonnici Landlords

And

Lindsay Beal Tenant

Victor Bonnici and Fabienne Bonnici (the 'Landlords') applied for an order to terminate the tenancy and evict Lindsay Beal (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 30, 2026.

The Landlords, and their Legal Representative, David Leonard Lee, and the Tenant attended the hearing.

Determinations:

1. The Landlords 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 \$1,650.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$54.25. This amount is calculated as follows: \$1,650.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,400.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026, are \$6,000.00. The Tenant did not dispute the amount owing.
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 \$1,650.00 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 \$26.01 is owing to the Tenant for the period from July 31, 2025, to April 30, 2026.

Relief from Eviction

10. The Landlords sought a standard voidable eviction order, that would provide the Tenant 11 days to pay off all outstanding amounts and void the order.
11. The Landlords' Legal Representative testified they reached out to the Tenant to negotiate a payment plan and have the portion of monies received from Ontario Works paid directly to the Landlords with the remainder to be paid by the Tenant directly; however, the Tenant did not provide consent for this direct payment. The Landlords' Legal Representative further testified that they were communicating with the Tenant throughout the process of filing the N4 Notice and attempted to work with the Tenant to satisfy the arrears owing.
12. The Landlords' Legal Representative testified the Landlords are an elderly couple who purchased the property and rented out a portion of the property to supplement their income.
13. The Landlords' Legal Representative further stated that based on his conversations with the Tenant, there would be a shortfall in rent payments due to insufficient funds received from Ontario Works by the Tenant. This shortfall was \$1,008.00. The Tenant told the Landlord's Legal Representative that the Tenant was going to apply for the Canada Ontario Housing Benefit, which would help contribute to and cover rental costs. Nonetheless, the Landlords' Legal Representative stated that the arrears would just continue to climb, especially with the shortfall of funds and the Tenant's living expenses.
14. The Landlords' Legal Representative then testified that they were not aware of any reason to delay or deny eviction.
15. The Landlords' Legal Representative further testified that the Landlords were not open to a payment plan due to the lack of effort that the Tenant showed throughout their communications to pay the outstanding arrears.
16. The Tenant testified that she and her son live in the rental unit together, and she has post-traumatic stress disorder and is currently in therapy and on various medications.
17. The Tenant testified she is now receiving the Canada Ontario Housing Benefit, and this has substantially increased her monthly income. With the benefit, the Tenant stated that she would not only be able to pay off the rental arrears but also pay rent in full and on time starting on May 1, 2026. Furthermore, the Tenant stated that she is now seeking full time employment, and this will bolster her financial situation.
18. The Tenant testified that they wanted an extended amount of time to pay the arrears and preserve the tenancy. The Tenant stated that given receipt the Canada Ontario Housing

Benefit, she would be able to pay \$600.00 monthly towards the rental arrears. If the Tenant gains employment, this amount would increase.

19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until May 31, 2026, pursuant to subsection 83(1)(b) of the Act. This will provide the Tenant with an opportunity to show good faith in paying rent and the rental arrears, and in the alternative, provide the Tenant with additional time to find a new place to live. A payment plan will not be ordered as the Landlord's Legal Representative testified that they made extensive efforts to engage in one prior to the hearing with no success, which ultimately gave the Tenant a chance prior to the hearing to enter into a payment plan to pay off the rental arrears.

It is ordered that:

1. The tenancy between the Landlords 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:**
 - \$7,836.00 if the payment is made on or before May 31, 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 12, 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 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,509.99. 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 \$54.25 per day for the use of the unit starting June 1, 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 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 2026.

May 15, 2026
Date Issued

Amit Gurpersaud
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 1, 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 May 31, 2026

Rent Owing To May 31, 2026	\$10,050.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,400.00
Total the Tenant must pay to continue the tenancy	\$7,836.00

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

Rent Owing To Hearing Date	\$8,400.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,400.00
Less the amount of the last month's rent deposit	- \$1,650.00
Less the amount of the interest on the last month's rent deposit	- \$26.01
Total amount owing to the Landlord	\$4,509.99
Plus daily compensation owing for each day of occupation starting May 1, 2026	\$54.25 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	