



Order under Section 69 Residential Tenancies Act, 2006

Citation: Capreit Limited Partnership v Frederick, 2026 ONLTB 37394

Date: 2026-05-11

File Number: LTB-L-012841-26

In the matter of: 110, 1 Cheritan Ave
Toronto ON M4R2C8

Between:	Capreit Limited Partnership	Landlord
	and	
	Candice Kalisha Frederick	Tenant

Capreit Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Candice Kalisha Frederick (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 29, 2026.

The Landlord's Legal Representative, Eshita Mongia, and the Tenant attended the hearing.

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 \$1,770.18. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$58.20. This amount is calculated as follows: \$1,770.18 x 12, divided by 365 days.
5. The Tenant has paid \$2,108.57 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$5,969.71.
7. The Landlord's Legal Representative states that there is no rent deposit. She testified that the Landlord has no record of a rent deposit. The Tenant testified that she believes she may have paid a rent deposit at the commencement of the tenancy, but she was not sure.

8. I am not satisfied based on the Tenant's evidence that she paid a rent deposit. The Landlord cannot prove that something was not paid and, therefore, the onus is on the Tenant to prove that it was paid. The Tenant herself was not even sure if she did. Considering all of the above, I find, on a balance of probabilities, that there is no last month's rent deposit.
9. The Landlord is seeking a standard termination order. The Landlord's Legal Representative submitted that the Landlord has attempted to negotiate a repayment plan with the Tenant, but the Tenant won't agree to terms.
10. The Tenant is seeking to preserve the tenancy. She testified that she can pay the rent for May and June, each in two installments during the respective months. She testified that in July she can pay the rent in two installments as well but she will also pay an additional \$100.00 towards the arrears with each payment.
11. I find that it would be unfair in the circumstances to impose a payment plan as I am not satisfied that the Tenant would abide by it. I say this because it was the Tenant's own testimony that she does not currently have enough income to pay the rent and all of her other financial obligations. She testified that she has accrued a substantial amount of debt and borrowed money from family and friends who are currently trying to collect on those debts. The Tenant's own payment plan proposal is demonstrative that she is unable to pay her lawful monthly rent in full and on time. For the above reasons, I am not satisfied that this tenancy is viable.
12. 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 15, 2026 pursuant to subsection 83(1)(b) of the Act.
13. The Tenant testified that she has lived in the rental unit since 2021 and lives with a chronic illness. Considering the above, the eviction is being briefly postponed to provide the Tenant with some time to find new living accommodations. The eviction is being postponed to June 15, 2026 and it would be unfair to postpone 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:**
 - \$7,739.89 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$9,510.07 if the payment is made on or before June 15, 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 June 15, 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 June 15, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,887.33. This amount includes rent arrears owing up to the date of the hearing. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$58.20 per day for the use of the unit starting April 30, 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 June 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 16, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 15, 2026, then starting June 16, 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 16, 2026.

May 11, 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 December 16, 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	\$9,848.46
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,108.57
Total the Tenant must pay to continue the tenancy	\$7,739.89

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 15, 2026

Rent Owing To June 30, 2026	\$11,618.64
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,108.57
Total the Tenant must pay to continue the tenancy	\$9,510.07

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

Rent Owing To Hearing Date	\$7,995.90
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,108.57
Total amount owing to the Landlord	\$5,887.33
Plus daily compensation owing for each day of occupation starting April 30, 2026	\$58.20 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	