



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-016648-26

In the matter of: 106 THUNDERBIRD DR
CAMBRIDGE ON N1R 6H5

Between: Terry Lewandowski Landlord

and

Donald Lemieux Tenant

Terry Lewandowski (the 'Landlord') applied for an order to terminate the tenancy and evict Donald Lemieux (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 6, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Preliminary issue

1. The Landlord testified that on February 2, 2026, he served the Tenant by email with the Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). He referred to the email communication in which the Tenant acknowledged receipt of the N4 notice on the same date. The Tenant also recalled the email and confirmed receipt of the notice during the hearing. Subsection 191(2) of the *Residential Tenancies Act, 2006* (the 'Act'), states:

“a notice or document that is not given in accordance with this section shall be deemed to have been validly given if it is proven that its contents actually came to the attention of the person for whom it was intended within the required time period.”
2. In this case, I find that the N4 notice came to the attention of the Tenant at least 14 days before the termination date set out in the notice.

L1 Application

3. The Landlord served the Tenant with a valid 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.

4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$2,017.20. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$66.32. This amount is calculated as follows: $\$2,017.20 \times 12$, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. It is undisputed that the rent arrears owing to May 31, 2026, are \$8,068.80.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,017.20 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. Interest on the rent deposit, in the amount of \$376.14 is owing to the Tenant for the period from February 1, 2016, to May 6, 2026.

Relief from Eviction

11. 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 June 30, 2026 pursuant to subsection 83(1)(b) of the *Residential Tenancies Act, 2006* (the 'Act').
12. The parties were unsuccessful resolving the issue of rent arrears through a payment plan. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenant to pay off all outstanding amounts and void the order.
13. The Tenant testified regarding his income and expenses. He also testified regarding his health. He requested a delay of 2 months. The evidence establishes that the Tenant is unable to afford the current rent, and the arrears have accumulated to \$8,068.80. The Tenant has not made any payments since the application was filed. I find that the tenancy is not viable. However, I find a postponement to June 30, 2026, is reasonable to allow the Tenant an opportunity to preserve his tenancy, or if necessary, secure alternative accommodation.

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 Board in trust:**
 - \$8,254.80 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$10,272.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the Board 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 30, 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 30, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,242.18. 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 \$66.32 per day for the use of the unit starting May 7, 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 30, 2026, the Tenant 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 14, 2026
Date Issued

Adeela Alvez
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 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	\$8,068.80
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,254.80

B. Amount the Tenant 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	\$10,086.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,272.00

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

Rent Owing To Hearing Date	\$6,449.52
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,017.20
Less the amount of the interest on the last month's rent deposit	- \$376.14
Total amount owing to the Landlord	\$4,242.18
Plus, daily compensation owing for each day of occupation starting May 7, 2026	\$66.32 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	