



Order under Section 69 Residential Tenancies Act, 2006

Citation: Northstone Properties Inc v Boucher, 2026 ONLTB 38244

Date: 2026-05-19

File Number: LTB-L-014161-26

In the matter of: 42, 337 West St N
Orillia ON L3V5E1

Between:	Northstone Properties Inc	Landlord
	and	
	Nathan Boucher	Tenant

Northstone Properties Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Nathan Boucher (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 4, 2026.

The Landlord's Legal Representative, Carrie Aylwin, 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 \$2,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
5. The Tenant has paid \$500.00 to the Landlord since the application was filed.
6. It was undisputed that the rent arrears owing to May 31, 2026 are \$15,900.00.
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 \$2,200.00 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 \$39.49 is owing to the Tenant for the period from June 27, 2025 to May 4, 2026.
10. The Tenant is seeking to preserve the tenancy. The Tenant testified that he was laid off the week after he moved into the rental unit and had difficulty getting Ontario Works or Employment Insurance ('EI'). He testified that he is on EI now, and will soon be receiving a back pay from Ontario Affordable Housing Subsidy as they have recalculated his subsidy eligibility. He testified that his Federal Child Tax Benefit will also be increasing to \$1,600.00 per month from \$450.00. He testified that he will also be receiving a back pay for four years of spousal support as well.
11. The Landlord's Representative submits that a payment plan is not viable as the Tenant's income does not support a payment plan and requiring the Tenant to make monthly payments towards the arrears would be setting the Tenant up on a payment plan that will fail.
12. I find that it would be unfair in the circumstances to impose a repayment plan. The Tenant has made minimal payments to the Landlord since the application was filed and the Tenant's current monthly income is insufficient to pay the monthly rent in full plus any substantial amount towards the arrears each month. Even if the Tenant put all his income each month towards the arrears and rent each month, leaving no money leftover for other expenses, it would still take 15 months to repay the arrears owing.
13. While the Tenant testified that he will be receiving various lump sums, including a subsidy back pay and child tax back pay, the Tenant's evidence on those payments was non-specific and uncertain. The Tenant was unable to state approximately how much he would be receiving for each or when. It is unclear from the Tenant's testimony whether the amounts would be sufficient to cover the arrears or how much rent would continue to accrue in the interim while the Tenant waits to receive these payments. It is for these reasons that I am not satisfied that this tenancy is viable.
14. 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.
15. The Tenant requested that eviction be postpone one month. The Tenant has two children, aged 9 and 11, who he shares custody of. The eviction is being briefly postponed to provide the Tenant with some time to find new living arrangements. The arrears are substantial and it would be unfair to postpone eviction any further than June 15, 2026.

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:**
 - \$16,086.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$18,286.00 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 \$11,935.83. 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 \$72.33 per day for the use of the unit starting May 5, 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 19, 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	\$16,400.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$500.00
Total the Tenant must pay to continue the tenancy	\$16,086.00

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	\$18,600.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$500.00
Total the Tenant must pay to continue the tenancy	\$18,286.00

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

Rent Owing to Hearing Date	\$14,489.32
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$500.00
Less the amount of the last month's rent deposit	- \$2,200.00
Less the amount of the interest on the last month's rent deposit	- \$39.49
Total amount owing to the Landlord	\$11,935.83
Plus daily compensation owing for each day of occupation starting May 5, 2026	\$72.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	