



Order under Section 69 Residential Tenancies Act, 2006

Citation: Folino v Emerson, 2026 ONLTB 40015

Date: 2026-05-19

File Number: LTB-L-017844-26

In the matter of: 380 CAMPBELL AVE
WINDSOR ON N9B2H3

Between: Maria Folino Landlord

And

Jennifer Emerson Tenant
Kenneth Keelan

Maria Folino (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Emerson and Kenneth Keelan (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 second named Tenant (KK) attended the hearing.

Determinations:

Preliminary Issue – Adjournment request

1. The Tenant in attendance (KK) sought an adjournment noting that the arrears arose as a result of a relationship breakdown with the first named Tenant, and as she's moved out of the rental unit he was not sure if she was aware of the hearing.
2. As outlined at the time of the hearing, pursuant to the LTB rules, documents are considered received 5 days after they are mailed by regular mail to the person's last known home or business address.
3. On review of the Board's record, the notice of hearing was sent to first named Tenant on April 2, 2026 to the rental unit address on file. On this basis the request to adjourn was denied and the matter proceeded to hearing the merits of the Landlord's application.

L1 Application

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$1,235.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$40.60. This amount is calculated as follows: $\$1,235.00 \times 12$, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to May 31, 2026 are \$4,940.00.
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 \$1,235.00 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.
12. Interest on the rent deposit, in the amount of \$159.98 is owing to the Tenant for the period from May 15, 2019 to May 6, 2026.
13. The Tenant (KK) submitted that he does not dispute the arrears of rent. That his partner was the primary income earner, and that due to the relationship breakdown once she moved out unexpectedly the arrears arose. (KK) and the first named Tenant share a child together, a child who currently resides in the rental unit.
14. (KK) is currently unemployed, he is seeking employment opportunities and government support in the form of housing support programs to pay down the arrears. He is currently in receipt of \$950.00 from Ontario Works (OW) and \$300.00 in child tax benefits.
15. (KK) understands that unless circumstances change that the current amount of household income is insufficient to preserve the tenancy.
16. The Landlord seeks a standard order for arrears and eviction. She notes that she is feeling the financial strain as she must pay the mortgage on the property, taxes and all other related costs. And as the Tenant is not able to offer any repayment terms, there are no other options.

Relief from eviction

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. In making my determination I considered the submissions of the parties, I note that while the amount of arrears is high, there is a 6-year-old child residing in the rental unit. The Tenant testified that if they must move, he will look for a smaller unit for him and his daughter. As of the date of the hearing there is no evidence before the Board that there are concrete financial changes impending that would allow for a preservation of tenancy on a conditional basis, and the current household income is not sufficient to cover the rent. By providing the extension of time, the Tenant may be afforded additional time to either void this order or find alternative housing. The Landlord is in possession of the last month's deposit, as such the extension of time should not pose additional prejudice to the Landlord.
19. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

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:**
 - \$5,126.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$6,361.00 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 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 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 \$2,739.62. 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 \$40.60 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 19, 2026
Date Issued

Alicia Johnson
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	\$4,940.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$5,126.00

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

Rent Owing To June 30, 2026	\$6,175.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,361.00

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

Rent Owing To Hearing Date	\$3,948.60
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,235.00
Less the amount of the interest on the last month's rent deposit	- \$159.98
Total amount owing to the Landlord	\$2,739.62
Plus daily compensation owing for each day of occupation starting May 7, 2026	\$40.60 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	