



Order under Section 69 Residential Tenancies Act, 2006

Citation: Centurion Property Associates Inc v Heron, 2026 ONLTB 40794

Date: 2026-05-21

File Number: LTB-L-085457-25

In the matter of: 204, 19 Hugo Crescent
Kitchener Ontario N2M3Z3

Between: Centurion Property Associates Inc Landlord

And

Ramone Rayon Heron Tenants
Olivia Lily Thea Derks

Centurion Property Associates Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Ramone Rayon Heron and Olivia Lily Thea Derks (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 12, 2026.

The Landlord's legal representative, R. Rose, and the Tenants attended the hearing.

Preliminary Issues:

Tenants' failure to pay ongoing rent

1. At the onset of the hearing, the Landlord's representative submitted that the Tenants failed to comply with the Board's direction to pay ongoing rent.
2. By way of background, the matter came before the Board on January 22, 2026. The matter was adjourned because there was insufficient time in the remaining hearing block to proceed with the merits of the application. On review of the Board's record's, the Tenants were directed to pay ongoing rent to the Landlord until the matter was resolved by the Board. Although an interim order was to issue, no such order was issued by the Board.
3. The Tenants acknowledged that they were aware and understood the Board's direction to pay the ongoing lawful rent. However, the Tenants submit that, at the direction of Tenant Duty Counsel, they withheld rent on the basis that the Landlord failed to comply with section 12(2) of the *Residential Tenancies Act, 2006*, the ("Act").
4. Section 12(2) of the Act provides:

12(2) If a tenancy agreement entered into on or after June 17, 1998 is in writing, the landlord shall give a copy of the agreement, signed by the landlord and the tenant, to the tenant within 21 days after the tenant signs it and gives it to the landlord.

...

(4) Until a landlord has complied with subsections (1) and (2), or with subsection (3), as the case may be,

(a) the tenant's obligation to pay rent is suspended; and

(b) the landlord shall not require the tenant to pay rent.

5. The Tenants submitted that, because the Landlord failed to comply with section 12(2) of the Act, they exercised their right under section 12(4) of the Act to suspend rent payments.
6. At the hearing, the Landlord's representative submitted two e-mails dated May 22, 2025 and October 14, 2025, in which the Landlord provided the Tenants with a copy of the signed tenancy agreement. The Tenants acknowledged receipt of the signed lease agreement upon reviewing the e-mails.
7. Accordingly, I find that the Tenants were served with a copy of the signed lease agreement since May 22, 2025 and therefore did not have the authority to suspend rent payments. Although the Board acknowledges that no interim order was issued, the Tenants were aware of the Board's direction to pay ongoing rent and failed to comply with that direction despite having received a copy of the signed lease agreement.

Determinations:

8. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
9. As of the hearing date, the Tenants was still in possession of the rental unit.
10. The lawful rent is \$1,734.67. It is due on the 1st day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$57.03. This amount is calculated as follows: $\$1,734.67 \times 12$, divided by 365 days.
12. The Tenants has paid \$4,998.00 to the Landlord since the application was filed.
13. The rent arrears owing to May 31, 2026 are \$11,134.68.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$1,699.00 from the Tenants 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.

16. Interest on the rent deposit, in the amount of \$36.95 is owing to the Tenants for the period from April 30, 2025 to May 12, 2026.
17. Although the Tenants initially disputed the arrears owing, the Tenants later acknowledged owing the total arrears claimed by the Landlord.
18. The Tenants submitted that they signed an N9 notice to terminate the tenancy on June 30, 2026 and request additional time to vacate the rental unit by that date. The Tenant, Olivia Liliy Thea Derks, also know as Olivia Heron, testified that Mr. Heron was recently laid off and that she is currently on maternity leave and due to give birth on June 30, 2026. The Tenants submitted that they require additional time to secure alternative accommodations.
19. The Landlord's representative opposed any delay and submits that the Tenants have failed to pay ongoing rent since January 2026. The Landlord requests a standard order.
20. Based on the evidence before me, 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
21. The Tenants submit that they require additional time to June 30, 2026 to secure alternative accommodations. However, the Tenants also submitted that one of them was recently laid off and that the other is due to give birth on June 30, 2026. In the circumstances, requiring the Tenants to move out on the day the Tenant is expected to go in to labour is not appropriate.
22. I have also considered the Tenants' refusal to pay going rent as directed by the Board despite having received a copy of the signed lease agreement. The ongoing accumulation of arrears and the Tenants' failure to comply with the Board's direction weigh heavily against granting a discretionary delay. Accordingly, a standard order shall issue.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
 2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$11,320.68 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$13,055.35 if the payment is made on or before June 1, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after June 1, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.

4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before June 1, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$8,534.42. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$57.03 per day for the use of the unit starting May 13, 2026 until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before June 1, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 2, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 1, 2026, then starting June 2, 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 2, 2026.

May 21, 2026
Date Issued

Mayra Sawicki
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 2, 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 Tenants 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	\$16,132.68
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,998.00
Total the Tenants must pay to continue the tenancy	\$11,320.68

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before June 1, 2026

Rent Owing To June 30, 2026	\$17,867.35
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,998.00
Total the Tenants must pay to continue the tenancy	\$13,055.35

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

Rent Owing To Hearing Date	\$15,082.37
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,998.00
Less the amount of the last month's rent deposit	- \$1,699.00
Less the amount of the interest on the last month's rent deposit	- \$36.95
Total amount owing to the Landlord	\$8,534.42
Plus daily compensation owing for each day of occupation starting May 13, 2026	\$57.03 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	