



Order under Section 69 Residential Tenancies Act, 2006

Citation: COTA Health v Reid, 2026 ONLTB 40882

Date: 2026-05-28

File Number: LTB-L-019638-26

In the matter of: 1409, 111 DAVISVILLE AVE
TORONTO ON M4S1G5

Between: COTA Health Landlord

And

Camela Reid Tenant

COTA Health (the 'Landlord') applied for an order to terminate the tenancy and evict Camela Reid (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's agent, R. Abbatangelo, and the Tenant attended the hearing.

Preliminary Issues:

Tenant's request to adjourn

1. At the hearing, the Tenant requested an adjournment on the basis that she wished to raise issues pursuant to section 82 of the *Residential Tenancies Act, 2006*, the ("Act"), and to allow her an opportunity to seek legal advice.
2. The Tenant testified that she contacted multiple legal clinics, all of which declined to provide assistance. The Tenant further testified that she is unable to afford private legal counsel and therefore requires additional time to seek legal advice.
3. The Landlord's agent submitted that he would consent to an adjournment provided the Tenant agreed to enter into a payment agreement with the Landlord. The Tenant submitted that she attempted to enter into a payment agreement with the Landlord, but the Landlord refuses her proposals.
4. For the reasons that follow, the Tenant's adjournment request is denied. Although Tenant's have a right to legal representation, that right is not absolute. The Tenant testified that she contacted several legal aid clinics, all of which declined to assist her for reasons unknown to her. In the circumstances, I find it unlikely that an adjournment would change the

reasons why legal aid clinics declined to provide assistance. The Tenant also testified that she cannot afford private legal counsel. Accordingly, I am not satisfied that the Tenant will ultimately obtain legal representation if the matter were adjourned.

Tenant's section 82 issues

5. The Tenant sought to raise issues pursuant to section 82 of the Act and acknowledged that she did not provide the Landlord with a written description of the issues she intended to raise at the hearing as required under section 82 of the Act and Rule 19.4 of the Board's Rules of Procedure. The Tenant also provided no evidence that she was unable to comply with the disclosure requirements and as a result, the Tenant was not permitted to raise any issues under section 82 of the Act. I also find it unreasonable to adjourn the matter to permit the Tenant to file section 82 issues. The Tenant remains free to file her own application(s) against the Landlord regarding the issues she sought to raise at this hearing.

Determinations:

6. On consent of the parties, the application is amended to reflect the correct arrears owing at the time the application was filed from \$1,128.00 to \$1,490.00 as of March 3, 2026.
7. 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.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$376.00. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$12.36. This amount is calculated as follows: \$376.00 x 12, divided by 365 days.
11. The Tenant has paid \$390.00 to the Landlord since the application was filed.
12. The rent arrears owing to May 31, 2026 are \$1,852.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Rent deposit

14. The Landlord's agent submits that there is no last month's rent deposit. The Tenant testified that she recalls paying a deposit, however, does not recall the amount of the deposit or when it was paid. The Tenant stated that she does not have proof of the paid deposit.
15. As there is insufficient evidence to support that a rent deposit was paid. I find that there is no last month's rent deposit.

Section 83 considerations

16. The Tenant does not dispute the arrears owing. The Tenant testified that she is not working, she is on Ontario Works, and it's been difficult for her to purchase groceries. The Tenant requests 60 days to vacate the unit.
17. The Landlord is not opposed and consents to a delayed standard order to July 31, 2026.
18. 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 July 31, 2026 pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$2,038.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$2,414.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$2,790.00 if the payment is made on or before July 31, 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 July 31, 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 July 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$1,810.32. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$12.36 per day for the use of the unit starting May 13, 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 July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before July 31, 2026, then starting August 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 August 1, 2026.

May 28, 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 February 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	\$2,242.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$390.00
Total the Tenant must pay to continue the tenancy	\$2,038.00

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	\$2,618.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$390.00
Total the Tenant must pay to continue the tenancy	\$2,414.00

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2026

Rent Owing To July 31, 2026	\$2,994.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$390.00
Total the Tenant must pay to continue the tenancy	\$2,790.00

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

Rent Owing To Hearing Date	\$2,014.32
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$390.00
Total amount owing to the Landlord	\$1,810.32
Plus daily compensation owing for each day of occupation starting May 13, 2026	\$12.36 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	