



Order under Section 69 Residential Tenancies Act, 2006

Citation: Felix v Brown, 2026 ONLTB 40968

Date: 2026-05-22

File Number: LTB-L-107846-25

In the matter of: Main Floor, 992 Shaw Street
Toronto ON M6G3M8

Between: Leander Felix Landlord
JRJ Contracting

And

Nevada T. Brown Tenant
Jah-Laun N. Lewis

Leander Felix and JRJ Contracting (the 'Landlord') applied for an order to terminate the tenancy and evict Nevada T. Brown and Jah-Laun N. Lewis (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 17, 2026.

The Landlord, the Landlord's legal representative, Brett David Moldaver, the Landlord's agent, Renold Felix, and the Tenant, Nevada T. Brown, attended the hearing.

Determinations:

1. At the outset of the hearing, the Tenant, Nevada T. Brown, requested an adjournment on the basis that they were required to attend a bail hearing for their son, who had been arrested the previous night. No advance notice of the request had been provided to the LTB or the Landlord, and no supporting documentation was filed.
2. Having considered the lack of advance notice, the absence of any corroborating material, and the prejudice to the Landlord of further delay in a matter involving very substantial unpaid rent, I denied the adjournment request. The Tenant then briefly disconnected from the videoconference and rejoined approximately 25 minutes later. The Tenant participated in the balance of the hearing.
3. 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.

4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$3,500.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$115.07. This amount is calculated as follows: $\$3,500.00 \times 12$, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. The Tenant did not agree to the amount of arrears claimed by the Landlord, stating that they had not done any calculations and were therefore unable to agree to the amount. The Tenant did not propose an alternative figure, did not identify any payment that the Landlord had failed to credit, and confirmed on cross-examination that they had last paid rent in 2024. I am satisfied on the weight of the evidence before me that the rent arrears owing to March 31, 2026 are \$73,350.00.
9. The rent arrears owing to the Landlord are more than the LTB's monetary jurisdiction. Under subsection 207(1) of the Residential Tenancies Act, 2006 (the 'Act') the LTB may order payment up to \$50,000.00. Proceeding with this application at the LTB extinguishes any rights the Landlord may have to claim the full amount owing at the LTB or a court. The Landlord was made aware of the LTB's monetary jurisdiction and chose to proceed with this application.
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 \$3,500.00 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 \$168.45 is owing to the Tenant for the period from February 9, 2024 to March 17, 2026.
13. The Tenant is being ordered to pay \$50,000.00 for rent arrears, and daily compensation, plus the Landlord's cost of filing the application, if the Tenant does not void the order. However, if the Tenant chooses to void this order and continue the tenancy, they must pay the full amount of arrears and costs owing to the Landlord.
14. The Tenant testified that they had been withholding rent because of maintenance issues in the rental unit. Specifically, the Tenant alleged that there had been no electricity or heat in the unit since December. The Tenant seeks both mandatory refusal of eviction under subsection 83(3)(a) of the Act and discretionary relief from eviction under subsection 83(1) of the Act.
15. Subsection 83(3)(a) of the Act requires the LTB to refuse to grant the application where the Landlord is in serious breach of the Landlord's responsibilities under the Act or of any material covenant in the tenancy agreement. To engage subsection 83(3)(a), the breach must be both serious and ongoing at the time of the hearing; the provision is not triggered by a landlord having been in serious breach of their responsibilities at some point in the past.

16. The Tenant filed no documentary evidence in support of the allegation that the rental unit had been without electricity or heat. No photographs, temperature records, utility correspondence, or inspection reports were tendered. The Tenant testified that they had left a handwritten note on the Landlord's door asking the Landlord to turn on the heat, but did not produce a copy of the note or any other written communication with the Landlord regarding the alleged loss of services. The Tenant testified that the City's 311 service had attended the property the week before the hearing and had conducted an inspection, but no inspection report, order, or work order was filed.
17. The Landlord testified that the rental unit currently has both heat and electricity. The Landlord resides in the basement of the same property and the utilities are not separated between the Landlord's portion of the building and the rental unit. The Landlord's evidence on this point was not displaced by any documentary evidence from the Tenant and is consistent with the practical reality that a sustained and complete loss of heat and electricity in a configuration with shared utilities would also affect the Landlord's own occupancy.
18. There were also material inconsistencies in the Tenant's evidence. The Tenant first testified that there had been no heat or electricity in the unit since December, but on cross-examination stated that the loss of services had been ongoing since 2024. The Tenant testified that they had not attempted to operate the heat dial in the unit in the last week, while also stating that the dial produces no result when used. On the whole of the evidence, I am not satisfied on a balance of probabilities that the Landlord is currently failing to provide heat or electricity to the rental unit.
19. Even if I were to accept that there were intermittent issues with the supply of heat or electricity at some point during the tenancy, the Tenant has not established that any such issue is occurring at the time of the hearing or that it rises to the level of a serious breach within the meaning of subsection 83(3)(a) of the Act. I make no finding as to whether any past maintenance concerns could properly be the subject of a tenant application; that question is not before me. I find that mandatory refusal of eviction under subsection 83(3)(a) is not made out.
20. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlord attempted to negotiate a repayment agreement with the Tenant.
21. The Tenant testified that they have three children, that they are employed and work near the rental unit, and that they have lived in the rental unit since 2024. The Tenant testified that they last paid rent in 2024. The Tenant did not propose a payment plan and was unable to commit to the amount of arrears claimed by the Landlord, stating that they had not done any calculations. The Tenant also testified that they did not wish to remain in the rental unit and had intended to vacate by May 15, 2026.
22. The arrears exceed \$73,000.00 and have been accruing since 2024 without any payments being made either before or after the application was filed. Although the Tenant is employed and works near the rental unit, no meaningful efforts to mitigate the arrears, to negotiate a repayment arrangement with the Landlord, or to advance a tenant application addressing the alleged conditions in the unit were disclosed in evidence. The Tenant's own

stated intention to vacate by May 15, 2026 confirms that the Tenant does not wish to maintain the tenancy on a continuing basis.

23. On the evidence before me, there is no realistic prospect that the Tenant can or will pay down arrears of this magnitude, and the Tenant does not seek to preserve the tenancy on a long-term basis. I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) 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:**

- \$80,536.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$84,036.00 if the payment is made on or before June 2, 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 2, 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 2, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$50,186.00. 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. The amount the Tenant is ordered to pay, excluding costs, is limited by the LTB's monetary jurisdiction. See Schedule 1 for the calculation of the amount owing.
 6. If the Tenant does not pay the Landlord the full amount owing on or before June 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 3, 2026 at 4.00% annually on the balance outstanding.
 7. If the unit is not vacated on or before June 2, 2026, then starting June 3, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 8. 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 3, 2026.

May 22, 2026
Date Issued

Colin Elsby
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 3, 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	\$80,350.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$80,536.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 2, 2026

Rent Owing To June 30, 2026	\$83,850.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$84,036.00

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

Rent Owing To Hearing Date	\$71,806.19
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,500.00
Less the amount of the interest on the last month's rent deposit	- \$168.45
Total amount owing to the Landlord (limited by monetary jurisdiction)	\$50,186.00