



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-015184-26

In the matter of: Upper-15 St. Joseph St.
Chelmsford, ON P0M1L0

Between: 1957866 Ontario Inc. Landlord

And

Connie Poulin Tenant
Scott Peever

1957866 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Connie Poulin and Scott Peever (collectively the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Only the Landlord's Legal Representative, Ashley Cassidy, and the Landlord's Agent, Wali Hossaim attended the hearing.

As of 1:49 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application – Non-Payment of Rent

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 \$1,773.85. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$58.32. This amount is calculated as follows: \$1,773.85 x 12, divided by 365 days.
5. The Tenant has paid \$7,662.95 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026, are \$1,587.85.
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 \$1,695.00 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 \$113.23 is owing to the Tenant for the period from August 1, 2023, to May 19, 2026.

Relief from Eviction – L1 Application

10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

L2 Application – Persistent Late Payment of Rent

11. On January 30, 2026, the Landlord mailed the Tenant a Notice to End Tenancy at the End of the Term (N8 notice), deemed served on February 3, 2026, with a termination date set for April 30, 2026. The N8 notice claims the Tenant was at least 3 days late in paying rent for 21 out of 28 consecutive months between October 1, 2023, and January 31, 2026.
12. Rent is due monthly on the first day of the month. The payments for rent covering the period from October 1, 2023, to January 31, 2026, were paid as follows:
 - October 2023 was paid in full on November 3, 2023
 - November 2023 was paid in full on November 10, 2023
 - December 2023 was paid in full on December 15, 2023
 - January 2024 was paid in full and on time.
 - February 2024 was paid in full and on time.

- March 2024 was paid in full on March 12, 2024
- April 2024 was paid in full and on time.
- May 2024 was paid in full and on time.
- June 2024 was paid in full on June 4, 2024
- July 2024 was paid in full on July 12, 2024
- August 2024 was paid in full and on time.
- September 2024 was paid in full and on time.
- October 2024 was paid in full and on time.
- November 2024 was paid in full on November 4, 2024
- December 2024 was paid in full on December 20, 2024
- January 2025 was paid in full on February 5, 2025
- February 2025 was paid in full on March 4, 2025
- March 2025 was paid in full on April 2, 2025
- April 2025 was paid in full on May 2, 2025
- May 2025 was paid in full on June 6, 2025
- June 2025 was paid in full on July 4, 2025
- July 2025 was paid in full on August 1, 2025
- August 2025 was paid in full on October 8, 2025
- September 2025 was paid in full on October 8, 2025
- October 2025 was paid in full on November 4, 2025
- November 2025 was paid in full on December 2, 2025
- December 2025 was paid in full on January 28, 2026
- January 2026 was paid in full on March 13, 2026

13. Since the Tenant paid the rent late for more than 50 percent of the rental period from October 2023 to January 2026, I find that the Tenant has persistently paid the rent late.

14. Since the N8 notice was served the Tenant has paid the rent as follows:

- February 2026 was paid in full on March 13, 2026
- March 2026 was paid in full on March 25, 2026
- April 2026 was paid in full on April 13, 2026
- May 2026 was partially outstanding as of the hearing date.

Relief from Eviction – L2 Application

15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the Tenant's payment history and the Landlord's submission that the Tenant intends to vacate the rental unit. Based on these considerations, I find that granting relief from eviction, subject to the conditions outlined in this order pursuant to subsections 83(1)(a) and 204(1) of the Act, would not be unfair. This relief will only apply if the Tenant voids the L1 portion of the order by paying all of the arrears and costs.

It is ordered that:

L1 Application

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:**

- \$1,773.85 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$3,547.70 if the payment is made on or before June 6, 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 6, 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 6, 2026.**
 5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$700.15. See

Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$58.32 per day for compensation for the use of the unit starting May 20, 2026, until the date the Tenant moves out of the unit.

6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before June 6, 2026, then starting June 7, 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 7, 2026.

L2 Application

9. If the Tenant voids the L1 portion of the order by making the required payment in accordance with paragraph 2 above, the tenancy shall continue on the condition that the Tenant pay to the Landlord new rent on time and in full as it comes due and owing for the period from July 1, 2026, to March 1, 2028.
10. If the Tenant fails to make any one of the payments in accordance with paragraph 10 of this order, the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant.

May 26, 2026
Date Issued

Ken Audziss
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 7, 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.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

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	\$9,250.80
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,662.95
Total the Tenant must pay to continue the tenancy	\$1,773.85

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 6, 2026

Rent Owing to June 30, 2026	\$11,024.65
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,662.95
Total the Tenant must pay to continue the tenancy	\$3,547.70

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

Rent Owing to Hearing Date, May 19, 2026	\$8,585.03
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,662.95
Less the amount of the last month's rent deposit	- \$1,695.00
Less the amount of the interest on the last month's rent deposit	- \$113.23
Total amount owing to the Landlord	\$(700.15)
Plus, daily compensation owing for each day of occupation starting May 20, 2026	\$58.32 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	