



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-023912-26

In the matter of: 128 Denison Ave.
Brampton ON L6X1G1

Between: Marcel Pharand Investments Inc. Landlord

And

Iccis Provo Tenant

Marcel Pharand Investments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Iccis Provo (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 25, 2026.

The Landlord, Irene Stret, and the Tenant attended the hearing.

The Tenant spoke to Tenant Duty Counsel prior to the hearing.

Determinations:

Preliminary Issues:

S. 82 Claims

1. The Tenant intended to bring forth issues under s. 82 of the *Residential Tenancies Act, 2006*, (the 'Act'), however they failed to properly serve any documents or evidence to the Landlord or the Landlord's Agent in accordance with the 7-day LTB disclosure rule. Therefore, the s. 82 issues were not heard. The Tenant was advised after the hearing she could file her own separate application about these issues with the board. The Tenant's response was they already have.

Adjournment Request Denied

2. The Tenant requests an adjournment as she feels she did not have enough time to get legal representation. The Tenant says that the reason she needs more time to seek legal counsel is because the L1/L9 update sheet was only uploaded on May 19, 2026 and that the N4 Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) was not uploaded with the application.

3. Board records show that the N4 Notice was uploaded on the same date the application was filed on March 17, 2026. The L1/L9 update sheet was uploaded to the portal on May 19, 2026, six days prior to the hearing. It is unclear if the Landlord personally served the Tenant with the L1/L9 update sheet, however the Tenant says she was aware of it as of May 19, 2026. The Landlord was required to upload to the portal and serve the Tenant the L1/L9 update sheet five days prior to the hearing as required. As the Tenant was aware of the L1/L9 update sheet at least 5 days prior to the hearing, the Tenant failed to demonstrate how this caused prejudice.
4. The Landlord opposed the adjournment request as the Landlord indicates any further delay in the proceedings would significantly prejudice the Landlord because the rent arrears will continue to grow, and the Landlord is already facing financial difficulties due to the non-payment of rent.
5. The Tenant acknowledges the receipt of the N4 Notice on February 6, 2026. The application was filed on March 17, 2026, and the Notice of Hearing package from the Board was sent to the Tenant on April 20, 2026.
6. The adjournment request is denied. The Tenant failed to establish any prejudice towards her for not obtaining legal counsel. The LTB's Interpretation *Guideline 1: Adjourning and Rescheduling Hearings* states in part that the rights to legal counsel is not absolute, and an adjournment is not automatically granted on this basis. The Tenant had time to retain legal counsel prior to the hearing, and the Tenant spoke to Tenant Duty Counsel on the date of the hearing.

L1 Application and N4 Notice

7. The Landlord served the Tenant with a valid 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 \$1,892.97. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$62.23. This amount is calculated as follows: $\$1,892.97 \times 12$, divided by 365 days.
11. The Tenant has not made any payments since the application was filed.
12. The parties agree that rent arrears owing to May 31, 2026, are \$7,961.35.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$1,600.00 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.
15. Interest on the rent deposit, in the amount of \$273.52 is owing to the Tenant for the period from March 1, 2017, to May 25, 2026.

Relief from Eviction

16. The Landlord is requesting an 11-day eviction order. The Landlord is facing financial hardship as she is having difficulty in paying the mortgage. The Landlord says that this is not the first time that she has had to bring the Tenant to the Board for a rent arrears application. The Landlord says that in accordance with the lease agreement, the Tenant is supposed to pay for the water, and because the Tenant failed to do so, the Landlord now has an \$800.00 water bill that was transferred on her property taxes.
17. The Tenant requests to stay in the rental unit. The Tenant is currently not employed. The Tenant does live with her common law spouse who is employed but unsure how much money he makes. The Tenant acknowledges she has not paid the water bill since November 2025. The Tenant does not bring in enough money to pay for the rent and a reasonable repayment plan. The Tenancy is not viable. I will delay the tenancy as the Tenant has lived in the rental unit for approximately 11 years and has two young children living in the rental unit.
18. 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 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.

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:**
 - \$10,040.32 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 \$5,936.61. 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 \$62.23 per day for the use of the unit starting May 26, 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.

June 1, 2026
Date Issued

Paula West Oreskovich
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 June 30, 2026

Rent Owing To June 30, 2026	\$9,854.32
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,040.32

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

Rent Owing To Hearing Date	\$7,624.13
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,600.00
Less the amount of the interest on the last month's rent deposit	- \$273.52
Total amount owing to the Landlord	\$5,936.61
Plus, daily compensation owing for each day of occupation starting May 26, 2026	\$62.23 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	