



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-012571-26

In the matter of: UNIT 2, 265 STRATHMORE BLVD
TORONTO ON M4J1P7

Between: David Martins Landlord

And

Melanie Howe Tenant

David Martins (the 'Landlord') applied for an order to terminate the tenancy and evict Melanie Howe (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 19, 2026.

The Landlord's Legal Representative Roz Bianchi and the Tenant Melanie Howe attended the hearing.

Determinations:

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 \$775.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$25.48. This amount is calculated as follows: \$775.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2026, are \$6,975.00. This was undisputed at the hearing.
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 \$775.00 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.

Relief from eviction

9. The Tenant requested relief from eviction and stated that they are 63 years old, have lived in the rental unit for approximately 28 years, and fell into arrears after being without contract work since August 2025. The Tenant stated that they now have a six-month contract and can pay the monthly rent on time starting at the end of the month, plus \$200.00 per month toward the arrears. The Tenant also stated that they expect to have \$1,000.00 available at the end of the month to pay to the Landlord and has applied to the rent bank for \$5,000.00, although that funding has not yet been approved.
10. The Landlord opposed the Tenant's request for relief and sought a standard order. The Landlord's representative submitted that the arrears exceed \$7,000.00 and that the Tenant's proposed repayment plan would take approximately 35 months to repay the arrears. The Landlord also submitted that the Tenant's income is uncertain because the new contract is only for six months, with no guarantee of extension, and that the Tenant's own evidence shows they cannot afford the rent, repayment of the arrears, and their other living expenses.
11. 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.
12. I am not satisfied that the Tenant's proposed payment plan is supported by the evidence or viable. The Tenant's proposal depends on a new contract that is only for six months, with no guarantee of extension, and on possible rent bank funding that has not yet been approved. The proposed payment of \$200.00 per month toward the arrears would take approximately 35 months to repay the outstanding rent, which is an unreasonably long period given the amount owing and the uncertainty of the Tenant's income.

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:**
 - **\$7,936.00** if the payment is made on or before June 12, 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 12, 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 12, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord **\$6,095.12**. 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 \$25.48 per day for the use of the unit starting May 20, 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 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 13, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 12, 2026, then starting June 13, 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 13, 2026.

June 1, 2026
Date Issued

Kyle Anderson
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 13, 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 June 12, 2026

Rent Owing to June 30, 2026	\$7,750.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,936.00

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

Rent Owing to Hearing Date	\$6,684.12
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$775.00
Total amount owing to the Landlord	\$6,095.12
Plus, daily compensation owing for each day of occupation starting May 20, 2026	\$25.48 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	