



Order under Section 69 Residential Tenancies Act, 2006

Citation: Brooker v Deforest, 2026 ONLTB 42989

Date: 2026-06-05

File Number: LTB-L-024570-26

In the matter of: 5, 531 HIGH ST
ORILLIA ON L3V4X9

Between: Melanie Brooker Landlord

And

Chad Deforest Tenants
Leeann Boxall
Brianna Seberry

Melanie Brooker (the 'Landlord') applied for an order to terminate the tenancy and evict Chad Deforest, Leeann Boxall and Brianna Seberry (the 'Tenants') because the Tenants have been persistently late in paying the Tenant's rent.

This application was heard by videoconference on May 28, 2026. The Landlord's Agent, Carter Van Kessel, and the Tenant, Leeann Boxall, attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall continue subject to conditions.
2. The Tenant advises that neither Brianna Seberry nor Chad Deforest live in the rental unit.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. On February 5, 2026, the Landlord gave the Tenant an N8 notice of termination deemed served February 10, 2026, alleging that the Tenant has persistently paid their rent late.
5. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. In 2025, the Tenant paid their rent late seven times; in 2026, the Tenant paid their rent late every month.
6. The Landlord seeks a standard order; that is, an order that can be enforced 11 days after its issued. The Landlord advises that the Landlord owns multiple rental properties, although the applicant is a person rather than a corporation.

7. The Tenant wants to have a conditional order that she pay the rent on time. She has lived in the rental unit for about three or four years. She explained that the Tenant named Corey Deforest ('CD') was her ex-partner. The Tenant and her children experienced abuse at the hands of CD. He was also had a substance abuse problem and was taking money from the Tenant which led to arrears of rent and late payments. However, the Tenant was able to get caught up on the arrears and owes a small amount for the month of May.
8. The Tenant advises she is going to be returning to work in about one week, has taken steps to access funding, and has family support who can ensure that she and her children can remain housed. Further, CD is no longer in the home.
9. In the Divisional Court case of *Langford v Phipps*, [1992] OJ No. 4184 (Ont. Gen. Div.):

“The tenancy agreement, by statute, creates somebody’s home. To put somebody out of their home must, in my view, call for clear and compelling circumstances that it is no longer possible for the arrangement to continue.”
10. Given the Court’s finding in *Langford* above, I am of the view that the Tenant ought to be given an opportunity to preserve her tenancy. She has three children and although the late payments have persisted, she is taking active steps to reduce this from continuing to occur. When I consider the prejudice to the Landlord, I find it can adequately be addressed by a conditional order.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. For a period of 12 months commencing July 1, 2026, and ending on May 1, 2027, the Tenant shall pay to the Landlord the lawful monthly rent on the date it becomes due.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. 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.

June 5, 2026
Date Issued

Jane Dean
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.