



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1373077 ONTARIO INC. v MERRITT, 2026 ONLTB 43372

Date: 2026-06-08

File Number: LTB-L-023122-26

In the matter of: APT. 3, 180 FIRST ST
Whitby ON L9Y1A7

Between: 1373077 ONTARIO INC. Landlord

And

ERIN MERRITT Tenants
KEN BRAY

1373077 ONTARIO INC. (the 'Landlord') applied for an order to terminate the tenancy and evict ERIN MERRITT and KEN BRAY (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (L1 Application); and
- the Tenants have been persistently late in paying the Tenants' rent; (L2 Application).

This application was heard by videoconference on May 26, 2026.

The Landlord's agent Muhammad Ali Siddiqi, and the Tenants attended the hearing

Determinations:

L1 Application – Non-Payment of Rent

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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, Erin Merritt (E.M.), was still in possession of the rental unit. E.M. testified that the other named Tenant, Ken Bray (K.B.) had moved out. K.B. confirmed he had vacated.
3. The lawful rent is \$1,150.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$37.81. This amount is calculated as follows: \$1,150.00 x 12, divided by 365 days.

5. The Tenant E.M. testified that she made additional payments to the Landlord which were not accounted for in the Landlord's application. The Tenant could not produce any evidence of the alleged payments despite the matter being stood down for approximately 30 minutes so the Tenant could locate and email the Board with her bank statements.
6. As the Tenant did not satisfy me on the balance of probabilities that any payments were made, I find that the Tenants have not made any payments since the application was filed.
7. The rent arrears owing to May 31, 2026 are \$5,900.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,150.00 from the Tenants 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.
10. Interest on the rent deposit, in the amount of \$131.88 is owing to the Tenants for the period from January 31, 2020 to May 26, 2026.

L2 Application – Persistent Late Payment of Rent

11. The Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 7 times in 7 months from August 2025 to February 2026.
12. Based on the findings above relating to payments, the Tenants have consistently failed to pay rent by the due date for March, April, and May 2026, resulting in a total of 10 consecutive months of late payments.

Relief from Eviction

13. The Landlord is seeking termination of the tenancy based on the L2 application.
14. The Tenant testified that she now lives alone in the rental unit and has experienced financial difficulty covering her expenses since K.B. vacated. She works part-time and earns approximately \$1,000 every two weeks. Due to these financial constraints, she has attempted to find a more affordable rental unit but has been unsuccessful. She has also tried to secure a roommate to assist with rent but has not been able to do so. The Tenant stated that she intends to apply for low-income housing, though she understands the waitlist is likely lengthy.
15. The Tenant has resided in the rental unit for seven years and testified that she has no friends or family who could provide housing if she is evicted.
16. Having considered all disclosed circumstances in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the "Act"), I find that postponing eviction until July 8, 2026, would not be unfair under subsection 83(1)(b) with respect to the L1 application. I further find that granting relief from eviction under the L2 application, subject to the

conditions set out in this order, would not be unfair pursuant to subsections 83(1)(a) and 204(1) of the Act, for the following reasons.

17. This is a long-standing tenancy of seven years, and the Tenant faces a real risk of homelessness without an opportunity to preserve it. Although her budget is limited, her income appears sufficient to support ongoing rent payments, making the tenancy viable. In these circumstances, a delay of eviction is appropriate to allow the Tenant to seek external financial assistance, including community rent bank programs.
18. While the Landlord has established that the Tenant persistently failed to pay rent on time, I find that her income is sufficient to maintain the tenancy going forward. Accordingly, if the Tenant voids the L1 order, she should be given the opportunity to preserve the tenancy on the condition that rent is paid in full and on time for a period of 12 months.

It is ordered that:

L1 Application – Non-Payment of Rent

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$7,236.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$8,386.00 if the payment is made on or before July 8, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after July 8, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before July 8, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$4,637.18. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$37.81 per day for the use of the unit starting May 27, 2026, until the date the Tenants move out of the unit.

7. If the Tenants do not pay the Landlord the full amount owing on or before July 8, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 9, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 8, 2026, then starting July 9, 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 9, 2026.

L2 Application – Persistent Late Payment of Rent

10. If the Tenants void the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
11. The Tenants shall pay the Landlord the monthly rent due on or before the first day of the month for the period of August 2026 to July 2027.
12. If the Tenants fail to make any of the payments in paragraph 11 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and **without notice to the Tenants, for an order terminating the tenancy and evicting the Tenants.**

June 8, 2026
Date Issued

Melissa Anjema
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 of the Tenant expires on January 9, 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	\$7,050.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$7,236.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 8, 2026

Rent Owing To July 31, 2026	\$8,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,386.00

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

Rent Owing To Hearing Date	\$5,733.06
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,150.00
Less the amount of the interest on the last month's rent deposit	- \$131.88
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$4,637.18
Plus daily compensation owing for each day of occupation starting May 27, 2026	\$37.81 (per day)