



Order under Section 69 Residential Tenancies Act, 2006

Citation: Muskoka Springs Properties Ltd v Buttery, 2026 ONLTB 43518

Date: 2026-06-01

File Number: LTB-L-014454-26

In the matter of: 1, 200 BAY ST
GRAVENHURST ON P1P1H1

Between: Muskoka Springs Properties Ltd Landlord

And

David Buttery Tenant

Muskoka Springs Properties Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict David Buttery (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 27, 2026.

The Landlord's representative Brian Pregler, and the Tenant 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 \$2,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 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 April 30, 2026, are \$12,000.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

9. The Tenant did not dispute the arrears. The Tenant testified that the arrears accumulated because he had been off work due to mental health issues, had been in rehabilitation from January 2026 until the middle of February 2026, and had his vehicle stolen in October 2025.
10. The Tenant testified that he owns a painting company, has secured a contract for the next four years, and expects to return to work within approximately two weeks. The Tenant testified that his income when working is between \$5,000.00 and \$8,000.00 per month. He also testified that he expects to receive \$15,000.00 within the next two weeks and has applied to Ontario Works for a grant of \$5,000.00.
11. The Tenant proposed to continue the tenancy by paying \$1,000.00 toward the arrears on May 3, 2026, paying the May 2026 rent, and then paying \$1,000.00 per month toward the arrears beginning June 1, 2026, while also paying the ongoing monthly rent.
12. I am not satisfied that the Tenant's proposed payment plan should be granted. The Tenant has not made any payments since the application was filed. The proposed plan depends on funds that had not been received as of the hearing date, including the anticipated \$15,000.00 payment and the Ontario Works grant. Although the Tenant testified that he expects to resume work shortly and has secured future work, he was not working as of the hearing date. In these circumstances, I find that the proposed payment plan is too uncertain.
13. The Landlord's representative requested a standard order and submitted that the Landlord does not accept the Tenant's explanation or payment proposal.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act. The Tenant has lived in the rental unit for a little over one year. He testified that he has no family support, has a son in grade 12, has nowhere else to go, and had not yet looked for a new place to rent. The Tenant was unsure how long he would need to move out if the payment plan was not granted.
15. Given the amount of the arrears, the absence of any payments since the application was filed, and the uncertainty of the Tenant's proposed repayment plan, I find that it would be unfair to impose a payment plan. However, considering the Tenant's personal circumstances, I 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:**
 - \$16,186.00 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 \$11,961.25. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$65.75 per day for the use of the unit starting April 28, 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

Colin Elsby
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	\$16,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,186.00

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

Rent Owing To Hearing Date	\$11,775.25
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$11,961.25
Plus daily compensation owing for each day of occupation starting April 28, 2026	\$65.75 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	