



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

File Number: LTB-L-007499-26

In the matter of: 5, 9 EVANS ROAD
COPPER CLIFF ON P0M1N0

Between: Connie Hobbs Landlord

And

Cameron Alexander Jaculak Tenant

Connie Hobbs (the 'Landlord') applied for an order to terminate the tenancy and evict Cameron Alexander Jaculak (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 1, 2026.

The Landlord, Landlord's support person Brad Raymond 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 \$1,020.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$33.53. This amount is calculated as follows: \$1,020.00 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 \$5,099.04.
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 \$1,000.00 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.

9. Interest on the rent deposit, in the amount of \$67.20 is owing to the Tenant for the period from June 7, 2023 to April 1, 2026.

Relief from eviction

10. The Landlord requested a standard 11-day eviction order. The Landlord submitted that the Tenant has made no payments toward the arrears or ongoing rent obligations since the service of the N4 Notice of Termination. The Landlord further submitted that the continued non-payment of rent has caused financial hardship.
11. The Landlord testified that the rental property is subject to a mortgage and that the residential complex is her sole source of income. The Landlord also testified that she is responsible for significant expenses associated with the property, including anticipated capital repairs to the roof, and has ongoing personal financial obligations, including supporting a teenage daughter attending college.
12. The Tenant did not dispute the amount of arrears owing. The Tenant testified that he had been employed until a dispute arose with his employer, following which he ceased working. The Tenant stated that he applied for benefits through the Workplace Safety and Insurance Board (WSIB), but his application was denied in January 2026. As a result, he began receiving assistance through Ontario Works (OW). The Tenant testified that he has been actively seeking alternate employment since the denial of WSIB benefits but has not yet secured new employment.
13. The Tenant testified that he currently receives \$733.00 per month in Ontario Works benefits and is working with the Community Homelessness Prevention Initiative (CHPI) to obtain additional financial assistance. The Tenant further testified that he was diagnosed with major depressive disorder on February 27, 2026, and suffers from sleep deprivation and depression. The Tenant stated that on March 9, 2026, he contacted police due to concerns regarding his mental health and was subsequently hospitalized until March 23, 2026.
14. The Tenant testified that he has since obtained medical diagnoses relating to his mental health conditions and has applied for short-term disability benefits. The Tenant stated that he believes his application is in the final stages of approval and that any benefits awarded would be retroactive to September 30, 2025, being his last day of employment. The Tenant submitted that the anticipated retroactive payment would enable him to pay the arrears in full and resume paying the monthly rent as it becomes due.
15. The Tenant testified that the expected decision regarding his short-term disability application takes approximately four to six weeks, however the process has already begun. The Tenant further testified that he may receive financial assistance from CHPI before that time, which could allow him to pay some or all of the outstanding arrears.
16. In considering whether relief from eviction should be granted pursuant to section 83 of the *Residential Tenancies Act, 2006*, I have considered all of the circumstances before me, including the prejudice that would result to both parties. I have considered the Tenant's financial and medical circumstances, his efforts to obtain income replacement benefits and financial assistance, and his expectation of receiving retroactive disability benefits. However, the Tenant's anticipated sources of funding remain uncertain and contingent

upon future approvals. The Tenant has not made any payments toward the arrears or ongoing rent obligations since the N4 Notice of Termination was served, and the arrears continue to increase.

17. I have also considered the prejudice to the Landlord. The Landlord relies upon the rental income from the residential complex as her sole source of income and continues to incur mortgage obligations, property-related expenses, and other financial commitments. The ongoing non-payment of rent has caused significant financial hardship to the Landlord.
18. Given the date of this order, the Tenant has effectively had the period of time that he anticipated would be required to obtain a decision regarding his disability benefits and other potential sources of funding. There is insufficient evidence before me to conclude that the arrears will be paid within a reasonable period of time or that the tenancy can be sustained going forward.
19. After considering all of the circumstances and balancing the interests of both parties as well as the issuance date of this Order, I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. Accordingly, I find that a standard 11-day eviction order is appropriate in the circumstances.

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:**
 - \$7,325.04 if the payment is made on or before June 16, 2026, minus any rent payments or compensation paid by the Tenant. 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 16, 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 16, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,231.37, minus any rent payments or compensation paid by the Tenant. 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 \$33.53 per day for the use of the unit starting April 2, 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 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 17, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 16, 2026, then starting June 17, 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 17, 2026.

June 5, 2026
Date Issued

Christina Philp
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 17, 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 16, 2026

Rent Owing To June 30, 2026	\$7,139.04
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,325.04

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

Rent Owing To Hearing Date	\$4,112.57
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,000.00
Less the amount of the interest on the last month's rent deposit	- \$67.20
Total amount owing to the Landlord	\$3,231.37
Plus daily compensation owing for each day of occupation starting April 2, 2026	\$33.53 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	