

Amended Order
Order under Section 69
Residential Tenancies Act, 2006
And section 21.1 of the **Statutory Powers Procedure Act**

Citation: *Martinho v Peart*, 2026 ONLTB 37355

Date: 2026-05-11

File Number: LTB-L-018201-26-AM

In the matter of: **A.** 19 BRUCE AVE
Leamington, ON N8H4C4

Between: Caesar Martinho Landlord

And

Deborah Peart Tenant

Caesar Martinho (the 'Landlord') applied for an order to terminate the tenancy and evict Deborah Peart (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 6, 2026.

The Landlord's legal representative, C. Hall, and the Tenant attended the hearing.

This amended order is issued to correct clerical errors in the order issued on May 11, 2026.

Determinations:

1. On consent of the parties, the application is amended to reflect the correct municipality in which the rental unit is located, from Windsor, Ontario to Leamington, Ontario.
2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$2,000.00. It is due on the 1st day of each month.
5. 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.

6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to May 31, 2026 are \$12,000.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. The Tenancy commenced in December 2024, at which time the Tenant paid one year's worth of rent at the outset of the tenancy. There is no dispute that rent has not been paid since December 2025.
11. The Tenant does not dispute the arrears owing.
12. The Tenant testified that she was in a car accident which impacted her ability to work. She is currently waiting on a settlement payout of \$65,000.00 which she expects to receive sometime in July 2026. Documentation to support the Tenant's assertion was not submitted into evidence. The Tenant requests time to July 2026 to pay off the arrears in full.
13. The Tenant submitted that she is currently not working and has no income, as she was receiving disability, but such disability has been suspended. The Tenant asserts that her social worker advised her that the suspension would be lifted as soon as the hearing was over and therefore, the Tenant submits that she can pay the ongoing rent. There was no documentary evidence submitted by the Tenant to support this assertion and it is unclear as to what this hearing has to do with the reinstatement of her disability benefits.
14. In cross examination the Tenant acknowledged that she vacationed in Jamaica for a week in February 2026 but asserts that someone else covered her expenses. The Tenant submitted that if evicted, she requires 30 to 60 days to vacate, as both her niece and her niece's 2-year-old daughter live with her and it would be difficult to find alternative housing. Additionally, since the car accident, the Tenant submits that she has severe depression and suffers from blood clots in her brain.
15. The Landlord's representative is opposed to the delay. The Landlord's representative submits that the Landlord is a retired senior and relies on the rent payments to pay the mortgage. The Landlord is being financially impacted by the Tenant's failure to pay the rent. The Tenancy has not been long, and a delay would be prejudicial to the Landlord. The Landlord's representative requests a standard order.
16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until May 31, 2026 pursuant to subsection 83(1)(b) of the Act. In making this termination, I considered the Tenant's accident and ongoing medical issues.
17. A longer delay is not appropriate, as I am not satisfied that the Tenancy is viable. The Tenant testified that she is not working and currently has no income. While the Tenant submits that her disability benefits would be reinstated following the hearing, no documentary evidence was submitted to support this assertion. Similarly, no documentary evidence was submitted to support the Tenant's assertion that she expects to receive a

\$65,000.00 settlement in July 2026. In the circumstances, I find that postponing the eviction until May 31, 2026 appropriately balances the interest of both parties.

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:**
 - \$12,186.00 if the payment is made on or before May 31, 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 May 31, 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 May 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,580.50. 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 May 7, 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 May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 2026.

May 11, 2026
Date Issued

Mayra Sawicki
Member, Landlord and Tenant Board

June 3, 2026
Date Amended

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 1, 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 May 31, 2026

Rent Owing To May 31, 2026	\$12,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,186.00

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

Rent Owing To Hearing Date	\$10,394.50
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$10,580.50
Plus daily compensation owing for each day of occupation starting May 7, 2026	\$65.75 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	