



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

File Number: LTB-L-011932-26

In the matter of: 1333 Dupont
Toronto ON M6H2A8

Between: Jennifer Savage Landlord

And

Keny Wright Tenant

Jennifer Savage (the 'Landlord') applied for an order to terminate the tenancy and evict Keny Wright (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 16, 2026.

The Landlord, the Tenant and the Tenant's Agent, Briana Jonmes attended the hearing.

Determinations:

Preliminary Issue – The Lawful Amount of Rent

1. At the hearing, the Tenant raised a preliminary issue with regards to the rental amount claimed in the application.
2. it was undisputed between the parties that on February 8, 2025, the Landlord had offered via text message to discount the monthly rent from \$2,600.00 to \$2,000.00 effective February 1, 2025, as the Tenant was undergoing financial hardship.
3. For the periods of March 1, 2025 through to August 31, 2025, the Tenant began paying the discounted rent of \$2,000.00 per month.
4. On November 4, 2025, the Landlord sent a text message to the Tenant indicating that as the Tenant did not pay any rent for the period of February 2025 and September 2025, that the Landlord will be requesting the payment of the full rent of \$2,600.00.
5. Sections 113 of the *Residential Tenancies Act, 2006* (the 'Act') states that the lawful rent for the first rental period for a new tenant under a new tenancy agreement is the rent first charged to the tenant subject to any discounts offered under s. 111.

6. Section 111 prohibits a landlord from charging more than the lawful rent. It also sets out certain types of rent discounts that are permitted by the Act. The discount in this case does not fall within the parameters of a rent reduction under section 111.
7. Section 202 of the Act states that in making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or rental unit and the good faith of the participants and in doing so,
 - (a) may disregard the outward form of a transaction or the separate corporate existence of participants; and
 - (b) may have regard to the pattern of activities relating to the residential complex or the rental unit.
8. In this case, applying section 202(1) of the Act, I find that the alleged discount was a temporary reduction based on the Tenant's circumstances and that the Landlord agreed to temporarily waive the difference in rent for a period of time. In this case this was not a rent reduction under the Act but was a temporary waiving of the rent. However, the lawful rent remained \$2,600.00 throughout the tenancy.
9. 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.
10. As of the hearing date, the Tenant was still in possession of the rental unit.
11. The lawful rent is \$2,600.00. It is due on the 1st day of each month.
12. Based on the Monthly rent, the daily rent/compensation is \$85.48. This amount is calculated as follows: \$2,600.00 x 12, divided by 365 days.
13. The Tenant has not made any payments since the application was filed.
14. The Landlord agreed to waive the \$600.00 difference for September 2025.
15. The rent arrears owing to April 30, 2026 are \$17,600.00.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. The Landlord collected a rent deposit of \$2,500.00 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.
18. Interest on the rent deposit, in the amount of \$276.47 is owing to the Tenant for the period from March 3, 2020 to April 16, 2026.

19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

20. The Tenant testified that he is not willing to make any payments towards the arrears. The arrears are high and I find that it would be unfair in the circumstances to postpone eviction any further.

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:**
 - \$22,686.00 if the payment is made on or before June 20, 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 20, 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 20, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$13,477.21. 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 \$85.48 per day for the use of the unit starting April 17, 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 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 21, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 20, 2026, then starting June 21, 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 21, 2026.

June 9, 2026
Date Issued

Christopher Lin
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 21, 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 20, 2026

Rent Owing To June 30, 2026	\$22,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$22,686.00

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

Rent Owing To Hearing Date	\$16,067.68
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$276.47
Total amount owing to the Landlord	\$13,477.21
Plus daily compensation owing for each day of occupation starting April 17, 2026	\$85.48 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	