



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

File Number: LTB-L-026217-26

In the matter of: Upper Unit, 103 Dale Avenue
Timmins ON P4N1M1

Between: Doug Fiegehen Landlord

And

Keyan Leveille Tenant

Doug Fiegehen (the 'Landlord') applied for an order to terminate the tenancy and evict Keyan Leveille (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

This application was heard by videoconference on May 21, 2026.

The Landlord and the Landlord's agent, Holly Coulas, and the Tenant attended the hearing

Determinations:

L1 Application – Non-Payment of Rent

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 \$1,250.73. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$41.12. This amount is calculated as follows: \$1,250.73 x 12, divided by 365 days.
5. The Tenant has paid \$555.63 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$3,236.29. The Tenant did not contest the amount owing.

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 \$1,225.00 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 \$55.79 is owing to the Tenant for the period from May 30, 2024 to May 21, 2026.

L2 Application – Persistent Late Payment of Rent

10. On December 17, 2025, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains the following allegations: The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 5 times in the past 5 months during the period of November 1, 2025, to March 1, 2026.
11. The Tenant does not dispute the allegation that the rent has been persistently late. The Tenant submitted that they had issues with paying their rent on time because of the Landlord's online portal, as such the rent was not paid on time.
12. The Landlord submitted that the Tenant put a stop payment on his pre-authorized payments and opted for e transfer. The tenant later confirmed that he did stop pre-authorized payments
13. Based on the evidence before the Board, I am satisfied that the Tenant has been persistently late in paying their rent.
14. The Landlord submitted that after they served the N8 notice of termination, the Tenant did pay partially their rent for month of April 2026 and did not pay for the month of May 2026. I therefore find the Tenant has paid rent late, at a minimum, of a further 2 times since the N8 Notice was served.

Relief from Eviction

15. The Landlord submits the tenancy is not viable. The Landlord also submitted that they are small landlord and is carrying the expenses of the property.
16. The Tenant proposes a payment plan to preserve their tenancy. The Tenant states that they lost their job and fell into arrears. The Tenant's currently income consists of Ontario works in the amount of \$600.00. The Tenant's circumstances have not substantially changed since he began accruing arrears and the Tenant did not present any concrete evidence to satisfy me that things will be different going forward. The Tenant's current income is not enough to cover the monthly rent, let alone any payment toward the arrears. The Tenant's claims that he is expecting to secure a job and will apply for jobs to assist with payments, are all speculative and no documentary evidence was submitted to corroborate them. Since the application was filed, the Tenant has not paid the rent in full.

17. Based on the evidence before me, I am not convinced the Tenant is able to comply with the terms of a payment plan given his evidence about his financial circumstances.
18. Instead, the eviction is being postponed to provide the Tenant with time to explore financial support to help pay the arrears or find new living arrangements. Considering all of the above, it would be fair to postpone the eviction to June 30, 2026, but it would be unfair to postpone the eviction further.
19. If the Tenant voids the L1 application, the Tenant can then address the issue of persistent late payments and preserve the tenancy if they pay rent in full and on time for 12 months starting July 1, 2026.
20. Accordingly, 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 June 30, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

L1 Application – Non-Payment of Rent

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:**
 - \$4,673.02 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 \$1,754.29. 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 \$41.12 per day for the use of the unit starting May 22, 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.

L2 Application – Persistent Late Payment of Rent

10. If the Tenant voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
11. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period July 1, 2026 to June 1, 2027.
12. If the Tenant fails to make any of the payments in paragraph 12 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

June 11, 2026
Date Issued

Vinuri Sivalingam
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 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	\$5,042.65
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$555.63
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	\$4,673.02

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

Rent Owing To Hearing Date	\$3,404.71
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$555.63
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	- \$1,225.00
Less the amount of the interest on the last month's rent deposit	- \$55.79
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	\$1,754.29
Plus daily compensation owing for each day of occupation starting May 22, 2026	\$41.12 (per day)