



Order under Section 69 Residential Tenancies Act, 2006

Citation: Jade Rentals Inc. v Johnson, 2026 ONLTB 44829

Date: 2026-06-09

File Number: LTB-L-034014-26

In the matter of: Upper Unit, 118 Wood Street East
Prescott ON K0E1T0

Between: Jade Rentals Inc. Landlord

And

Todd Johnson Tenant

Jade Rentals Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Todd Johnson (the 'Tenant'):

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

This application was heard by videoconference on June 4, 2026. Only the Landlord's Representative, Marie Connolly, attended the hearing.

As of 10:17 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Preliminary Issues:

Mail Returned Undeliverable

1. The Board raised with the Landlord that the Notice of Hearing and L1 application had been returned to the Board undeliverable.
2. The Landlord acknowledged they were aware of this. The Tenant had provided a PO Box number to the Landlord on a prior occasion, but the Landlord found that the PO Box had been closed.

3. The Landlord hired a process server and submitted a copy of a certificate of service and a copy of the process server's certificate indicating that the Notice of Hearing was served personally to the Tenant on April 24, 2026.
4. Although service of the L1 application and Notice of Hearing is conducted by the Board, based on the evidence, I am satisfied the Tenant was made aware of the hearing.

Correction to Address

5. The Landlord also asks that the application be corrected to indicate 118 Wood Street "East". Both notices of termination identify the rental unit correctly.
6. Given that the Tenant was served with the notice of hearing personally by a process server, I do not find any prejudice to the Tenant because of the incomplete information found in the application.
7. In my view, granting the Landlord's request to amend their application is appropriate, consistent with a fair and expeditious proceeding, and did not prejudice the Tenant. The Landlord's request to amend their application is granted. The style of cause has been amended.

Landlord's L1 Application

8. 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.
9. As of the hearing date, the Tenant was still in possession of the rental unit.
10. The lawful rent is \$1,150.00. It is due on the 1st day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$37.81. This amount is calculated as follows: $\$1,150.00 \times 12$, divided by 365 days.
12. The Tenant has not made any payments since the application was filed.
13. The rent arrears owing to June 30, 2026, are \$36,800.00.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. There is no last month's rent deposit.

Landlord's L2 Application

16. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall terminate on June 20, 2026.
17. The Tenant was in possession of the rental unit on the date the application was filed.

18. On March 19, 2026, the Landlord gave the Tenant an N8 notice of termination alleging that the Tenant persistently failed to pay their rent on the date it became due. In 2023, the rent was late two times; 2024, twelve times; 2025, twelve times; and 2026, three times. Since the application was filed, the Tenant continues to pay the rent consistently late because the rent is unpaid.
19. Although the majority of the late payments are in fact non-payment of rent, the recent Divisional Court case in *Parousis v. Centurion Property Associates Inc.*¹, upheld the LTB's decision that partial payments or unpaid rent still constitutes late payment of rent.
20. Given the evidence before me, I find that the Tenant has persistently paid their rent late.

Relief From Eviction

21. 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. The Landlord is seeking a standard order because it has been nearly three years since the rent has been paid. The Landlord notes that they had some health and mental health difficulties which led to the delay in filing these applications.
22. Given the quantum of the arrears, and the considerable length of time the arrears have accumulated, I am not persuaded to consider a conditional order in this matter. The prejudice to the Landlord is not outweighed by the prejudice to the Tenant. For the same reasons, I am also not persuaded that an extended date of termination is appropriate in these circumstances.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on June 20, 2026. The Tenant must move out of the rental unit on or before June 20, 2026.
2. The Tenant shall pay to the Landlord \$35,987.24. 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.
3. The Tenant shall also pay the Landlord compensation of \$37.81 per day for the use of the unit starting June 5, 2026, until the date the Tenant moves out of the unit.
4. 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.
5. 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.

¹ *Parousis v. Centurion Property Associates Inc.*, 2025 ONSC6864

6. 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

Jane Dean
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 because the tenancy is terminated

Rent Owing To Hearing Date	\$35,801.24
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$35,987.24
Plus daily compensation owing for each day of occupation starting June 5, 2026	\$37.81 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	