



Order under Section 69 Residential Tenancies Act, 2006

Citation: Victoria Wood (Main Square) Inc. v Atkins, 2026 ONLTB 44990

Date: 2026-06-10

File Number: LTB-L-029546-26

In the matter of: 2005, 275 MAIN ST
TORONTO ON M4C4X4

Between: Victoria Wood (Main Square) Inc. Landlord

And

Dwayne Atkins Tenant

Victoria Wood (Main Square) Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Dwayne Atkins (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on June 3, 2026.

The Landlord's legal representative, F. McGregor, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
2. On March 24, 2026, the Landlord gave the Tenant an N8 notice of termination, alleging that the Tenant has been persistently late in paying the rent for over a year.
3. It is undisputed that the Tenant has been persistently late in paying the rent for over a year. The rent is due on the first day of each month. The Landlord's ledger shows that the Tenant was very late in paying the rent in February, March and April 2026. In January 2026, the Tenant only paid about half the rent, and it was late. It was also late in the preceding four months. The Tenant said that he paid the rent in May 2026, but it must have been late as it was not on the Landlord's ledger as of May 7, 2026. He said that he has not yet paid the rent for June 2026 as of the date of the hearing.

4. The Tenant said that he has been going through a difficult time, after a significant death in his family a few months ago. He said that he works full-time as an auto mechanic, earning about \$1,900.00 to \$2,000.00 per week on 35 to 40 hours per week. The Tenant said that he originally moved in with a roommate, but that roommate left over a year ago. He said that he does not have major expenses, and he frequently uses the food bank to get food. The Tenant said that some of his bills, like hydro, are quite behind.
5. The Tenant said that he wants to preserve his tenancy of six years. He said that it is not too far to his work. He said that he will pay the rent on time, and he intends to pick up extra work.
6. The Landlord seeks a termination order.

Reasons and Analysis:

7. I find that a conditional order for the Tenant to pay the rent on time would not be successful for the reasons that follow.
8. The Tenant has not had a zero balance on his rent account since May 2025. This is primarily because he has paid the rent late every month, sometimes not until the middle or end of the month. Then there is the month, January 2026, when he only paid about half the rent, or when he paid no rent at all, as in June 2025. This history has led the Tenant to have a running balance of over \$3,000.00, and now in June 2026, it is over \$4,000.00, or almost two months of rent behind.
9. The Tenant had no documentation to support his testimony. However, his testimonial evidence alone demonstrates, on a balance of probabilities, that the Tenant does not have sufficient income to support a unit with this monthly rent. He is already working full-time hours, and it is unlikely he could make much more income working at supplemental jobs that would make him able to pay the rent in full and on time, as well as pay off the arrears. His full time working income is not sufficient to cover even the monthly rent.
10. Consequently, I find that it is prejudicial to the Landlord for the tenancy to continue. The arrears are now over \$4,000.00 (to June 30, 2026), and the Tenant had not yet paid the June rent on the date of the hearing.
11. Based on the monthly rent, the daily compensation is \$68.69. This amount is calculated as follows: $\$2,089.47 \times 12$, divided by 365 days.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,896.79 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$16.81 is owing to the Tenant for the period from January 1, 2026 to June 3, 2026.
14. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Section 83 Considerations:

15. 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 July 31, 2026 pursuant to subsection 83(1)(b) of the Act for the following reasons. The Tenant has lived in the rental unit for six years and he will need a bit more time to find a suitable alternative accommodation within his budget. Although there has been a running balance on his account, the Tenant usually pays the rent within the month. He may have paid the June 2026 rent by the time this order is issued, which will decrease the arrears owed to the Landlord. There is also a last month's rent deposit to cover the Tenant's last month of tenancy.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before July 31, 2026.
2. If the unit is not vacated on or before July 31, 2026, then starting August 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 August 1, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The Landlord owes the Tenant \$1,913.60 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from any amounts owing by the Tenant.
6. The Landlord is authorized to deduct from amount owing to the Tenant \$68.69 per day for compensation for the use of the unit starting June 4, 2026 to the date the Tenant moves out of the unit, as well as any arrears owing to the Landlord to June 4, 2026.
7. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

June 10, 2026
Date Issued

Nancy Morris
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 February 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.