



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-024888-26

In the matter of: UPPER UNIT, 1630 TAWNBERY ST
PICKERING ON L1X2C2

Between: Christo Calixte
Ermithe Desroche
Landlords

And

Anthony Forde
Kristy Quinnell
Tenants

Christo Calixte and Ermithe Desroche (the 'Landlords') applied for an order to terminate the tenancy and evict Anthony Forde and Kristy Quinnell (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (L1 Application); and
- the Tenants have been persistently late in paying the Tenants' rent; (L2 Application).

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on June 2, 2026.

The Landlord, Christo Calixte, the Landlords' Legal Representative, A. McMaster, and the Tenant, Kristy Quinnell, attended the hearing.

Determinations:

L1 Application – Non-Payment of Rent

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$3,100.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$101.92. This amount is calculated as follows: \$3,100.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The parties agree that the rent arrears owing to June 30, 2026, are \$40,400.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$3,100.00 from the Tenants and this deposit is still being held by the Landlords. 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 \$104.79 is owing to the Tenants for the period from January 1, 2025, to June 2, 2026.

L2 Application – Persistent Late Payment of Rent

10. It is undisputed that the lawful rent is due on the 1st day of each month.
11. The evidence before me reveals that the Tenants have paid late, or not paid at all, since February 2025 which was the second month of the tenancy which started January 1, 2025. Even after the N8 notice was served on the Tenants on February 24, 2026, there has been no change, and the Tenants have failed to pay their rent on time.
12. There is a difference between paying the rent that is due, but not on the date on which it is due (i.e., late payment of rent) and not paying the rent that due at all (i.e., failure to pay rent). While both constitute breaches of the lease by the tenant, they are conceptually different and may lead to different legal consequences. In *Tataw v. Minto Apartment Limited Partnership*, 2023 ONSC 4238 (Div. Ct.), para 14, Justice Corbett stated:

Persistent late payment of rent, and non-payment of rent, are related but distinct bases for applications before the Board. Landlords are entitled to be paid rent on time, as it falls due. Where an application is brought in respect to current arrears, if the Board finds for the landlord, the usual order is for a voidable order terminating the tenancy: if the tenant pays up the arrears and further rent accruals by a specified date, then the termination order is voided. Where the Board finds persistent late payment of rent, the Board may terminate the tenancy, or it may impose some other order – for example, for timely future payment of rent, failing which the landlord may seek a termination order.

13. It is true that an N8 notice is said to be given on the basis of persistent late payment of rent. However, strictly speaking, the *Residential Tenancies Act, 2006* (the 'Act') does not speak in those terms. Instead, Section 58(1)(1) of the Act permits a landlord to give a notice of termination where "[t]he tenant has persistently failed to pay rent on the date it becomes due and payable."

14. Accordingly, an N8 notice is not concerned with whether the rent is persistently paid late. Rather, an N8 notice is concerned with whether the tenant persistently fails to pay rent on time.
15. I find that the Tenants have persistently failed to pay the rent on the date it became due and payable.

Relief from Eviction

10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Tenant, Kristy Quinnell, testified that she broke her leg in September 2025 while mowing the lawn at the rental unit so she could not work. In the winter of 2025, she again slipped and hurt herself. Even her partner was laid off work in December 2025 and only resumed work in April 2026. They have not paid any rent as they wanted to save first and last for another place. The Tenants have two children aged seven and ten years old. The Tenants request time to end of June 2026 to move out.
12. The Landlords oppose a delay as the Tenants have accrued substantial arrears and have not made any rent payments since August 2025. A delay would be highly prejudicial to the Landlords.
13. I find that the tenancy is not viable. Rent arrears exceed \$40,000.00 and have accumulated over a prolonged period during which the Tenants made no rent payments since August 2025. The payment history shows irregularity beginning early in the tenancy, and there have been no good-faith payments, even during periods when at least one Tenant was employed. I also note that the Tenants chose to withhold rent in order to save funds for another rental. While I have considered the hardship to the Tenants, including their children, the significant and ongoing prejudice to the Landlords outweighs that hardship. In these circumstances, granting relief or a delay in enforcement would be unfair.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before June 22, 2026.
2. The Tenants shall pay the Landlords \$34,485.05 which represents the rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlords owe on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. The Tenants shall also pay the Landlords compensation of \$101.92 per day for the use of the unit starting June 3, 2026, to the date the Tenants move out of the unit.
4. If the Tenants do not pay the Landlords the full amount owing on or before June 22, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 23, 2026 at 4.00% annually on the balance outstanding.

5. If the unit is not vacated on or before June 22, 2026, then starting June 23, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after June 23, 2026.

June 11, 2026
Date Issued

Sheena Brar
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 Tenants expires on December 23, 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 Tenants must pay as the tenancy is terminated

Rent Owing To June 2, 2026	\$37,503.84
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$3,100.00
Less the amount of the interest on the last month's rent deposit	-\$104.79
Total amount owing to the Landlords	\$34,485.05
Plus daily compensation owing for each day of occupation starting June 3, 2026	\$101.92 (per day)