



Order under Section 69 Residential Tenancies Act, 2006

Citation: ENTERPRISE REIT OPERATING LP v BEAUDIN, 2026 ONLTB 45189

Date: 2026-06-08

File Number: LTB-L-024212-26

In the matter of: 705, 171 COLLIER ST
BARRIE ON L4M1H6

Between: ENTERPRISE REIT OPERATING LP Landlord

And

JOANNE BEAUDIN Tenants
KIRAN BEAUDIN

ENTERPRISE REIT OPERATING LP (the 'Landlord') applied for an order to terminate the tenancy and evict JOANNE BEAUDIN and KIRAN BEAUDIN (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord's agent Jacob Murchinson, the Landlord's legal representative Mark Ciobotaru and the Tenants attended the hearing.

The Tenants spoke with Tenant Duty Counsel.

Determinations:

Preliminary Issues:

The Tenant Parties

1. At the onset of the hearing, the Tenant Joanne Beaudin (JB) said that her son should be removed from the application as he is an occupant and not a Tenant. She said that she has a lease agreement to support this claim. While JB did not submit any documentary evidence prior to the hearing as required, she noted that the lease she referenced was not signed.
2. The Landlord's representative referred to the current lease agreement executed between the parties, where both JB and her son Kiran Beaudin (KB) are named as Tenants. The agreement is signed by all parties.

3. Based on the evidence before the Board, I am satisfied that both JB and KB are properly named Tenants and this order shall issue accordingly.

The Tenants' Disclosure

4. JB said that they intended to submit documentary evidence related to s.82 claims but only became aware of the situation when they received information from the Landlord on Friday evening. They did not have enough time to prepare.
5. However, JB confirmed that they received the Notice of Hearing and "looked through it". JB said that she was confused by the process. She said that they contacted the legal clinic around December 2025, again around May 13, 2026 and a few days prior to the hearing. JB seemed confused between s.82 and s.83 issues but did not serve the Landlord or file any related documents.
6. At the hearing, I explained the difference between s.82 and s.83 of the Act and the Board's obligations related to each provision. While the Tenants failed to put the Landlord on notice related to their s.82 claims, these were considered under mandatory relief as per s.83(3) of the Act.
7. The Landlord's representative submits that it would be prejudicial to proceed on any s.82 claims as they were not properly served and therefore unable to defend their position. However, the representative provided submissions as they relate to s.83(3).
8. Given the Tenants' failure to exercise due diligence related to the service and filing of documents as clearly set out in the Notice of Hearing, they were not permitted to raise these issues under s.82 of the Act. The Tenants issues can be appropriately addressed via a tenant application.

The Landlord's Application for Arrears

9. The Landlord 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.
10. As of the hearing date, the Tenants were still in possession of the rental unit.
11. The lawful rent is \$2,280.00. It is due on the 1st day of each month.
12. Based on the Monthly rent, the daily rent/compensation is \$74.96. This amount is calculated as follows: \$2,280.00 x 12, divided by 365 days.
13. The Tenants have not made any payments since the application was filed.
14. The rent arrears owing to June 30, 2026 are \$17,920.00.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

16. The Landlord collected a rent deposit of \$2,280.00 from the Tenants 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.
17. Interest on the rent deposit, in the amount of \$46.83 is owing to the Tenants for the period from June 12, 2025 to June 3, 2026.
18. Initially the Tenants agreed with the amount owing. However, as the hearing progressed JB said the amount claimed failed to consider a parking fee issue and believed they owed \$17,760.00.
19. The Landlord's representative reviewed the ledger and acknowledged there was an issue related to parking fees but this was resolved by way of a credit around September 2025 and a cheque issued to the Tenants in November 2025, this N4 notice was not impacted by the parking issue. He said the ledger correctly accounts for the discrepancy claimed by the Tenants.
20. In the absence of any documentary evidence to the contrary, I find that the parking issue was resolved prior the N4 notice related to this application before the Board.
21. It was undisputed that the Landlord has attempted to work with the Tenants related to the arrears. There have been numerous meetings, letters from the Landlord inviting a payment plan but these efforts did not yield positive results.
22. The Landlord's representative said the Tenants' last payment was in October 2025 with no good faith payments made toward the significant arrears for around 8 months. As such, the Landlord seeks a standard order for eviction.

Relief from Eviction

23. Generally speaking, there are two kinds of relief under s. 83 of the Act: discretionary relief under s. 83(1) requires a consideration of fairness and "all the circumstances"; and mandatory relief for the particular reasons listed in s. 83(3).
24. The Tenants assert that the Landlord is in serious breach of its obligations under the Act related to the smell of marijuana entering their rental unit and pests in the unit.

Mandatory Relief:

25. JB said that she reported to the previous Landlord, months ago, that other tenants' smoking was entering their unit, causing medical issues that prevented her from working. The Tenants did not provide any documentary evidence to support this claim.
26. The Landlord's representative said he was not aware of this issue.
27. JB said that the presence of pests in the unit was reported to the previous Landlord sometime last year, with no further recent reports to the Landlord.
28. The Landlord's representative said he was not aware of this issue.

29. In my view and as explained at the hearing, the behaviour the Tenants complain of is not a “serious” breach within the meaning of s. 83(3)(a). I say this because if the Legislature had intended for every breach of the Act to mandatorily disentitle a landlord from evicting a tenant, the word “serious” would not have been used. In other words, to result in mandatory relief from eviction the breach complained of must be sufficiently egregious that refusal of a landlord’s basic right to access the eviction process under the Act is a reasonable result.
30. The Tenants provided insufficient evidence to support the claim that the offending conduct complained of is ongoing and serious in nature as contemplated by s.83(3) of the Act. As I stated at the hearing, if the Tenants wish to pursue the issues of odour and pests, they can file their own application with the Board for a remedy.
31. Given all of the above, I am not satisfied that any of the mandatory relief from eviction provisions contained in s. 83(3) of the Act apply.

Discretionary Relief:

32. I turned my mind to the circumstances of the parties.
33. The Tenants owe significant arrears to the Landlord and any attempts made by the Landlord to work with the Tenants has been unsuccessful. The Tenants have not made any effort to make a good faith payment to the Landlord for several months and the arrears continue to grow. The Landlord is holding a last month deposit which could be used for June 2026.
34. This tenancy began in June 2025 and the Tenants have failed to meet their financial obligations with the Landlord for most of the tenancy.
35. At the hearing, I offered to conduct a detailed analysis of the Tenants’ financial circumstances to assess the viability of their tenancy. JB confirmed that they cannot afford to sustain this tenancy and asked for a delay in eviction to June 30, 2026.
36. JB said that they have started to look for alternative housing but do not qualify for anything. They do not have friends or family who can lend money or provide alternative accommodations. JB said she has a nervous condition and some time to move out would be helpful. KB offered no further submissions.
37. The Landlord’s representative did not object to provide some additional time for the Tenants to June 30, 2026.
38. The Tenants understand that this is a voidable order and if they do not understand this order, they should seek legal counsel.
39. 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.
40. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$18,106.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have 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 Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before June 30, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$13,724.05. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$74.96 per day for the use of the unit starting June 4, 2026 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before June 30, 2026, the Tenants 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.

June 8, 2026
Date Issued

Dana Wren
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 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 Tenants 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	\$17,920.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$18,106.00

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

Rent Owing To Hearing Date	\$15,864.88
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,280.00
Less the amount of the interest on the last month's rent deposit	- \$46.83
Total amount owing to the Landlord	\$13,724.05
Plus daily compensation owing for each day of occupation starting June 4, 2026	\$74.96 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	