



Order under Section 69 Residential Tenancies Act, 2006

Citation: Zyid v Lariviere, 2026 ONLTB 45252

Date: 2026-06-10

File Number: LTB-L-092316-25

In the matter of: 3, 778 ANN ST
NORTH BAY ON P1B5L8

Between: Steven Zyid Landlord

And

Natalie Lariviere Tenant

Steven Zyid (the 'Landlord') applied for an order to terminate the tenancy and evict Natalie Lariviere (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 1, 2026 at 1:55 p.m.

The Landlord's agent Heather Gibson and the Tenant Natalie Lariviere attended the hearing.

Preliminary Issues:

Breach of Interim Order

1. The application was originally heard by videoconference on January 15, 2026 where the matter was adjourned due to a scheduling overflow. The Board issued an interim order LTB-L-092316-25-IN dated January 21, 2026, directing the Tenant to pay the ongoing rent to the Landlord by the day it is due until this matter is resolved or the LTB orders otherwise.
2. The Board raised a preliminary issue of the Tenant's failure to comply with the interim order. The Landlord submitted that the Tenant did not make any rent payments from the date of the order to the date of the hearing. This was undisputed by the Tenant, but for a single payment that was made direct from social assistance to the Landlord in May 2026.
3. I find the Tenant did not comply with the interim order. As a result of the Tenant's failure to comply with the Interim Order dated January 21, 2026, I did not permit the Tenant to raise issues under s. 82 of *Residential Tenancies Act, 2006* (the 'Act') pursuant to s. 195(4) of *the Act*.

Tenant's Adjournment Request

4. As a preliminary matter, the Tenant requested an adjournment of the proceedings citing medical grounds, the need for accommodation and additional time to seek representation. Taking in submissions from both parties at this hearing, I determined the adjournment was not to be granted, and some accommodation made for the Tenant during the hearing. My reasons are as follows.
5. The Tenant entered into evidence a letter dated May 21, 2026 from Dr. Fricker indicating that she experiences severe generalized anxiety disorder with associated difficulty concentrating, and that it is "medically warranted" for the hearing to be delayed because she is unable to represent herself. The Tenant further testified that on May 27, 2026 she met with a legal representative who provided the Tenant with summary legal advice; however, the legal representative was unable to support the Tenant on the date of the hearing.
6. The Landlord's agent objected to the adjournment due to the prejudice an adjournment would cause the Landlord as the arrears were significant, and the matter was previously adjourned on January 15, 2026. The Landlord's agent further claimed the Tenant had more than enough time to seek accommodation, secure representation and prepare for a hearing which was straight forward in nature and that all evidence had been disclosed in a package to the Tenant more than 7 days before the hearing.

Analysis

7. The Board recognizes its obligation and its duty to ensure procedural fairness, including accommodating needs where they are established on the evidence.
8. I assign some weight to medical documentation from the treating physician; however, I must also assess its sufficiency for the specific procedural relief requested. In this case, the note is conclusory in nature, and it does not provide a functional description of what the Tenant is unable to do in a hearing setting, or whether she can participate with breaks, or support, or whether she is capable of instructing a representative. As such, the assertion that the Tenant is "unable to represent herself" does not, on its own, address the broader question before the Board: whether she is unable to participate in the proceeding with reasonable accommodation.
9. I have also considered the procedural history of the matter. This matter was adjourned on January 15, 2026, meaning the Tenant has known about this matter for several months. The Tenant led no evidence of any effort between January and May 2026 to attempt to secure representation or to engage with available legal supports. The only indication of an attempt to seek representation is an engagement on or around May 27, 2026, six days prior to the hearing; the Tenant testified she received some summary legal advice, but due to a scheduling conflict a representative was unable to attend the hearing today. The Board does not require self-representation. However, where a party asserts incapacity to self-represent, the availability and pursuit of representation is a central factor in determining whether accommodation short of adjournment is reasonable.

10. The Board must balance its duty to accommodate with its obligation to ensure proceedings are conducted fairly and without undue delay. Another adjournment would effectively suspend the proceeding for an extended period of time, prejudicing the Landlord as I note the Tenant has breached the previous interim order dated January 21, 2026 which required the Tenant to pay rent to the Landlord on time and in full. Further, given the limited and conclusory nature of the medical evidence, I find that such a delay would not be proportionate to the accommodation needs established. I also note that the scope of this hearing is limited to the issues properly before the Board. The Tenant has already been advised regarding procedural limitations on raising new issues on section 82 of *the Act*. The matters currently before me are straightforward in nature and do not involve complex evidentiary or legal issues that would, on their face, prevent participation without appropriate support. I also note that the Tenant attended the hearing on January 15, 2026 and fully participated in those adjourned proceedings without a support person or a representative.
11. Section 183 of *the Act* states that the Board shall adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.
12. I find that the Tenant received adequate notice of the hearing and had a reasonable opportunity to obtain legal representation including speaking with a representative on May 27, 2026. Both sides were present at the hearing and the Tenant had received the Landlords' evidence at least 7 days before the hearing in accordance with LTB Rule of Procedure 19. I am therefore satisfied that the Tenants had an adequate opportunity to know the issues and be heard on the matter.
13. That said, I am also satisfied that some accommodation is appropriate in these circumstances. Accordingly, while the Tenant's adjournment request is denied, I find that the matter would continue only by providing the Tenant with frequent breaks, sufficient time to present evidence and the opportunity to have any submissions repeated.
14. This decision is made with full recognition of the Board's duty to accommodate, but also with the requirement that accommodation be reasonable, evidence-based, and proportionate to the relief requested.

Determinations:

15. 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.
16. As of the hearing date, the Tenant was still in possession of the rental unit.
17. The lawful rent is \$1,695.00. It is due on the 1st day of each month.
18. Based on the Monthly rent, the daily rent/compensation is \$55.73. This amount is calculated as follows: \$1,695.00 x 12, divided by 365 days.

Quantity of Arrears Owing

19. The Tenant testified they paid \$1,695.00 to the Landlord and the total rent arrears owing were \$11,865.00, equivalent to 7 months of arrears. The Tenant submitted into evidence a copy of their social assistance records dated May 29, 2026 showing a direct payment to the Landlord to support their testimony.
20. The Landlord submitted the Tenant owes \$13,560.00 equivalent to 8 months of arrears. Entered into evidence was a detailed rent ledger for the duration of the tenancy showing the amount due, amount paid and balance outstanding to corroborate the Landlord's position.
21. In this case, I prefer the Landlord's evidence supported by the application, the L1/L9 information sheet, as well as the rent ledger. Nine months of payments were due from October 1, 2025 to the date of the hearing on June 1, 2026 and the Tenant produced records showing a single payment was made; as such I find on a balance of probabilities 8 months of arrears are owing. Therefore, I find on a balance of probabilities the rent arrears owing to June 30, 2026 are \$13,560.00.
22. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
23. The Landlord collected a rent deposit of \$1,695.00 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.
24. Interest on the rent deposit, in the amount of \$33.35 is owing to the Tenant for the period from June 25, 2025 to June 1, 2026.

Relief from eviction

25. 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*.
26. The Tenant testified the Tenant has recently experienced health complications and has been unable to work in her role as a cleaner, limiting her income; her primary income source is now ODSP. The Tenant further testified that finding a new unit that is both affordable and suitable in the community would be challenging given the current rental market conditions. For these reasons, the Tenant requested a payment plan or should an eviction be granted, the Board delay the eviction.
27. The Landlord's agent submitted that any payment plan was inappropriate, as since the application the Tenant has breached an interim order to pay on time and has missed all but one payment despite the Tenant's own testimony that he earned an income of \$2,196.00 through ODSP. The Landlord's agent further submitted that any delay would only further prejudice the Landlord as the arrears were significant.
28. After considering all the circumstances, I find that it would not be unfair to postpone the eviction until July 31, 2026. While I am not persuaded the Tenant would be able to commit

to a payment plan, as by her own testimony her average monthly household expenses of exceed her average monthly household income of approximately \$2,196.00, I find the delay will afford the Tenant with additional time to complete a housing search for an affordable and suitable unit in the community which is appropriate given the Tenant's circumstances, without significantly prejudicing the Landlord.

It is ordered that:

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:**
 - \$13,746.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$15,441.00 if the payment is made on or before July 31, 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 July 31, 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 July 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,378.38. 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 \$55.73 per day for the use of the unit starting June 2, 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 July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.
8. 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.
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 August 1, 2026.

June 10, 2026
Date Issued

Greg Witt
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 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.

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	\$13,560.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,746.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2026

Rent Owing To July 31, 2026	\$15,950.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,441.00

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

Rent Owing To Hearing Date	\$11,920.73
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,695.00
Less the amount of the interest on the last month's rent deposit	- \$33.35
Total amount owing to the Landlord	\$10,378.38
Plus daily compensation owing for each day of occupation starting June 2, 2026	\$55.73 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	