



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-025777-26

In the matter of: Unit 2, 255 Carson Dr.
Hamilton, ON L8T 2X8

Between: Ewelina Weglarz Landlord

And

Andrew Mason Tenant

Ewelina Weglarz (the 'Landlord') applied for an order to terminate the tenancy and evict Andrew Mason (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord and the Tenant attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.

Rent Increase

3. The Tenant testified that the Landlord unlawfully increased the rent above the guideline in June 2024. The Tenant testified that the monthly rent increased from \$1,800.00 on May 1, 2024, to \$1,900.00 that took effect June 1, 2024, and argued that the increase was therefore invalid.
4. The Landlord does not dispute the rent increase as she had testified that the rent increased to \$1,900.00 effective June 1, 2024. The Landlord testified that the increase was agreed to by the parties in relation with improvements and renovations to the rental unit following the Landlord's purchase of the property.

5. The legal issue that arises with respect to the Tenants' argument concerns section 135.1 and 136 of the *Residential Tenancies Act, 2006* (the 'Act').
6. Subsection 135.1(1) says: "An increase in rent that would otherwise be void under subsection 116 (4) is deemed not to be void if the tenant has paid the increased rent in respect of each rental period for at least 12 consecutive months."
7. Subsection 136(1) says: "Rent charged one or more years earlier shall be deemed to be lawful rent unless an application has been made within one year after the date that amount was first charged and the lawfulness of the rent charged is in issue in the application."
8. Here the rent increase that the Tenant object to took effect on June 1, 2024, well over a year ago. The evidence before me is that the rent increased to \$1,900.00 effective June 1, 2024. The Tenant paid rent in the amount of \$1,900.00 for each rental period from June 2024 through May 2025, a period exceeding 12 consecutive months. The Tenant did not file an application challenging the lawfulness of the rent increase within one year of the date the increased rent was first charged. In these circumstances, I find the rent of \$1,900.00 is deemed to be the lawful rent pursuant to subsections 135.1(1) and 136(1) of the Act. Accordingly, I find that the lawful monthly rent for the rental unit is \$1,900.00.
9. The lawful rent is \$1,900.00. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$62.47. This amount is calculated as follows: $\$1,900.00 \times 12$, divided by 365 days.
11. The Tenant has paid \$5,490.00 to the Landlord since the application was filed.
12. The rent arrears owing to June 30, 2026, are \$9,220.00. The Tenant does not dispute the arrears.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$1,800.00 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.
15. Interest on the rent deposit, in the amount of \$37.90 is owing to the Tenant for the period from June 2, 2025, to June 2, 2026.

Relief from Eviction

16. The Tenant testified that he has resided in the rental unit since 2022. The Tenant had been experiencing health issues arising from a workplace accident, which have limited their ability to work and resulted in a loss of income. The Tenant's current monthly income is \$714.00 per month. The Tenant's monthly expenses are approximately \$640.00 per month. The Tenant proposed a payment plan of lawful rent plus \$500.00 per month but given their current income and expenses, I am not satisfied the tenancy can be preserved with a conditional order. Although the Tenant testified that their financial situation may improve upon receiving medical clearance to return to work, the timing of any return to

work is uncertain. As the arrears are exceeding \$9,000.00 and the uncertainty surrounding the Tenant's future income, I am not persuaded that the tenancy can be preserved through a conditional order.

17. The Tenant testified that eviction should be refused or delayed pursuant to subsection 83(2) of the Act due to their ongoing health issues he is experiencing. While I accept that the Tenant is experiencing medical issues, the Tenant did not provide any documentary evidence, such as medical records, doctor letters to assist with the severity or anticipated duration of those issues. In the circumstances, I am not satisfied that the Tenant's personal circumstances warrant the refusal of eviction under subsection 83(2) of the Act.
18. However, I have considered the Tenant's medical issues, income and the length of the tenancy as relevant circumstances under section 83(2) of the Act. While the Tenant's circumstances, in my view, do not warrant refusing eviction, I find granting the Tenant additional time to vacate the rental unit is reasonable. I find an extended termination date of June 30, 2026, is reasonable to allow for the Tenant to sort out their finances to either pay their outstanding arrears or find alternate accommodations.
19. I have considered all the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, 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.

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:**
 - \$9,406.00 if the payment is made on or before June 30, 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 June 30, 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 June 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,793.04. 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 \$62.47 per day for the use of the unit starting June 3, 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 June 30, 2026, the Tenant 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 11, 2026
Date Issued

Joshua Labbe
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 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	\$14,710.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,490.00
Total the Tenant must pay to continue the tenancy	\$9,406.00

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

Rent Owing To Hearing Date	\$12,934.94
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,490.00
Less the amount of the last month's rent deposit	- \$1,800.00
Less the amount of the interest on the last month's rent deposit	- \$37.90
Total amount owing to the Landlord	\$5,793.04
Plus daily compensation owing for each day of occupation starting June 3, 2026	\$62.47 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	