



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-026376-26

In the matter of: 1360 Harrison St
Lasalle ON N9H0B8

Between: Riverpark Nonprofit Housing Landlord

And

Cynthia Peterson Tenant

Riverpark Nonprofit Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Cynthia Peterson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 8, 2026.

Only the Landlord's Legal Representative, Cameron Parrott, attended the hearing.

As of 1:22pm, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Arrears of Rent

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.
3. The lawful rent is \$142.00. It is due on the first (1st) day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$4.67. This amount is calculated as follows: \$142.00 x 12, divided by 365 days.
5. The Tenant has paid \$142.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2026, are therefore \$421.00.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

Relief from Eviction

9. The Landlord sought the termination of the tenancy due to the amount of the rent arrears.
10. The Landlord has attempted to negotiate with the Tenant an agreement including terms of payment for the Tenant's arrears, but the Tenant was not responsive to the Landlord's overtures.
11. The Tenant was not present to submit their circumstances for the Board to consider delaying or denying the eviction, and the Landlord was unaware of any factors to consider with respect to relief from eviction.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, along with the Tenant's payment history since the filing of the application, and find that it would not be unfair to postpone the eviction until July 17, 2026, pursuant to subsection 83(1)(b) of the Act.
13. While I am mindful that, at first glance, the arrears of rent may appear to be nominal in nature, and that the Divisional Court has found that an eviction should be ordered as a remedy of last resort, and should only be ordered if it is not possible to bring the tenancy back into good standing¹, the Tenant has only submitted a singular payment to the Landlord since the filing of the application, and the arrears of rent have more than tripled since then.
14. As the Tenant failed to attend the hearing, I am unable to ascertain their current financial capabilities, and whether or not they would be able to bring their tenancy back into good standing in relatively short order.
15. The delayed eviction date will allow the Tenant additional time to seek financial assistance in order to pay the arrears and continue the tenancy. In the alternative, the Tenant will have additional time to search for new housing accommodations.
16. The prejudice to the Landlord is minimized as the extension is not prolonged.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

¹ *Britannia Glen Co-operative Homes v. Singh*, cited in *Toronto Community Housing Corp. v. Thompson*, [2003] O.R.H.T.D. No. 145, *James Aylmer Langford v. Lesley Phipps and Larry Gilpin*, [1992] O.J. No. 4184 (Ont. Gen. Div.)

2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$607.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$749.00 if the payment is made on or before July 17, 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 17, 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 17, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$502.36. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$4.67 per day for the use of the unit starting June 9, 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 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 18, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 17, 2026, then starting July 18, 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 18, 2026.

June 17, 2026
Date Issued

Alexandre Traboulsi
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 18, 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	\$563.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$142.00
Total the Tenant must pay to continue the tenancy	\$607.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 17, 2026

Rent Owing to July 31, 2026	\$705.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$142.00
Total the Tenant must pay to continue the tenancy	\$749.00

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

Rent Owing to Hearing Date	\$458.36
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$142.00
Total amount owing to the Landlord	\$502.36
Plus daily compensation owing for each day of occupation starting June 9, 2026	\$4.67 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	