



Order under Section 69 Residential Tenancies Act, 2006

Citation: Sarault v Bouchard, 2026 ONLTB 46399

Date: 2026-06-18

File Number: LTB-L-017618-26

In the matter of: 980 Laurier Street
Clarence Rockland Ontario K4K1E3

Between: Andre Sarault Landlord

And

Laval Bouchard Tenant

Andre Sarault (the 'Landlord') applied for an order to terminate the tenancy and evict Laval Bouchard (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

Andre Sarault (the 'Landlord') also applied for an order requiring Laval Bouchard (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Andre Sarault (the 'Landlord') also applied for an order requiring Laval Bouchard (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

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

The Landlord and the Tenant attended the hearing.

Determinations:

L2 Application:

1. At the outset of the hearing, I identified that the N5 notice of termination was only served 7 days prior to the date of termination, and the Landlord did not provide 20 days notice as required by section 64(2)(a) of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord did not dispute this.
2. As such, the N5 notice of termination is invalid and the L2 application was dismissed.

Preliminary Issue: Lawful Monthly Rent

3. The Landlord sought to have the lawful monthly rent set at \$1,021.00. The Tenant testified that the Landlord had not provided 90 days notice of the rent increase.
4. The Landlord submitted a copy of the N1 notice of rent increase, which was served on the Tenant January 25, 2026, with the rent increase taking effect on April 1, 2026, providing only 65 days notice of the increase.
5. Pursuant to section 116(1) of the Act, the landlord shall not increase the rent without first giving the tenant at least 90 days written notice. As the Landlord did not provide 90 days notice, the rent increase is void under section 116(4) of the Act. Therefore, the lawful monthly rent remains \$1,000.00.

L1 Application:

6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$1,000.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$32.88. This amount is calculated as follows: \$1,000.00 x 12, divided by 365 days.
10. The Tenant has paid \$5,000.00 to the Landlord since the application was filed.
11. The rent arrears owing to June 30, 2026 are \$1,000.00. The Tenant does not dispute the amount of the arrears.
12. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.

Section 83 Considerations:

14. The Tenant testified that he did not pay January 2026 rent as he was in a bad situation and could not afford it. The Tenant testified that he could pay the arrears by the end of June, but his July 2026 rent would then be late.
15. The Tenant testified that his monthly income is \$2,000.00 and that his family sometimes helps him out. The Tenant further testified that his total monthly expenses are approximately \$2,200.00. The Tenant testified he has been saving as much money as possible since January 2026 to pay off all the arrears, and he could possibly ask his family for the money to pay the arrears.
16. The Tenant testified that if evicted he would be homeless, and he did not know how long it would take him to find alternative accommodations.
17. The Landlord testified that with the Tenant not paying rent, it is difficult for him to pay increased insurance or maintenance on the property, though the Landlord did not provide documentary evidence to support his claim for financial hardship. The Landlord testified that he is 84 years old and retired, and that he owns 20 investments properties. The Landlord is seeking a standard 11-day eviction order.
18. 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. I accept the Tenant's evidence that he will be impacted by an eviction, and I see that the Tenant has made significant steps to pay the rent arrears. I find a short delay in eviction would not be unfair to allow the Tenant to either pay the arrears or to find alternative accommodations, given that the amount of the arrears is not significant. However, a longer delay in eviction would be unfair.

It is ordered that:

1. The L2 application is dismissed.
2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$1,201.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$2,201.00 if the payment is made on or before July 31, 2026. See Schedule 1 for the calculation of the amount owing.
4. 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.

5. **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.**
6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$464.04. 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.
7. The Tenant shall also pay the Landlord compensation of \$32.88 per day for the use of the unit starting June 9, 2026 until the date the Tenant moves out of the unit.
8. 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.
9. 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.
10. 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 18, 2026

Date Issued

Allana McComb

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	\$6,000.00
Application Filing Fee	\$201.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,000.00
Total the Tenant must pay to continue the tenancy	\$1,201.00

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	\$7,000.00
Application Filing Fee	\$201.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,000.00
Total the Tenant must pay to continue the tenancy	\$2,201.00

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

Rent Owing To Hearing Date	\$5,263.04
Application Filing Fee	\$201.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,000.00
Total amount owing to the Landlord	\$464.04
Plus daily compensation owing for each day of occupation starting June 9, 2026	\$32.88 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	