



Order under Section 69 Residential Tenancies Act, 2006

Citation: Homestead Land Holdings Limited v Schonrock, 2026 ONLTB 46461

Date: 2026-06-18

File Number: LTB-L-016507-26

In the matter of: 609, 5170 LAKESHORE RD
BURLINGTON ON L7L1C4

Between: Homestead Land Holdings Limited Landlord

And

Peter Schonrock Tenant
Donna Schonrock

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Peter Schonrock and Donna Schonrock (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 5, 2026.

The Landlord's representative Ashleigh Searles and the Tenant Donna Schonrock attended the hearing.

Determinations:

1. The Tenant testified that she filed bankruptcy and that the rental arrears until April 30, 2026, are a claim provable in bankruptcy. A copy of the Tenant's bankruptcy documents were supplied (DOC-7901499). The bankruptcy was filed April 30, 2026. While I agree with the Landlord it's strange that the documents are unsigned by the Tenant, the documents have a court file number demonstrating they have been filed with the court and are bolstered by the Tenant's testimony regarding her bankruptcy. I gave both parties an opportunity to file post hearing submissions regarding the bankruptcy and neither chose to do so. I'm satisfied on a balance of probabilities that the arrears up to April 30, 2026 are a claim provable in bankruptcy. As such the claim for eviction and arrears up to April 30, 2026 are stayed pursuant to section 69.3(1) of the *Bankruptcy and Insolvency Act (BIA)*.
2. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant had not yet filed bankruptcy and therefore the notice was valid when it was served. 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.

3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$2,082.61. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$68.47. This amount is calculated as follows: $\$2,082.61 \times 12$, divided by 365 days.
6. The Landlord does not want an arrears only order and instead seeks an eviction order for any arrears from May 1, 2026 onward.
7. I find that it would not be unfair to allow the Landlord to amend their application to only seek arrears and termination of the tenancy from May 1, 2026 onward. This approach is consistent with the finding in *Edward v. Niagara Neighbourhood Housing Co-operative Inc.*, 2006 Canlii 16485 (ON SCDC). In that case, the application was initially filed with the intention to seek the entire amount of arrears owed, some of which were subject to the stay imposed by section 69.3 of the *BIA*. The applicant then chose to proceed to seek relief only in relation to the post-bankruptcy arrears. The Divisional Court wrote “the effect of a stay under s. 69.3 should be limited to the words of the provision; the stay operates as against the *recovery of a claim provable in bankruptcy*. There is nothing in the judgment that violates the *BIA*.”
8. While there are competing decisions that have been issued by the Board on this issue, my approach is consistent with the Board’s decisions in *Asefi v Anda*, 2024 ONLTB 49387, *Amiraco Properties Inc. v Letourneau Auch*, 2023 ONLTB 59353, and *Feng v Samari-Kermani*, 2022 ONLTB 10935. The parties did not bring to my attention any binding decisions of the Courts, nor am I aware of any, that finds that an application cannot be amended to only seek eviction and compensation for post bankruptcy arrears. I find that allowing the Landlord to amend their application balances the interests and fairness to both parties. I do not find that the amendment prejudices the Tenant.
9. The parties agree that the Tenant has not paid the rent for May 2026. As such the arrears to May 31, 2026 are \$2,082.61.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,079.41 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.
12. Interest on the rent deposit, in the amount of \$18.54 is owing to the Tenant for the period from December 2, 2025 to May 5, 2026.
13. The Tenant testified that she has agoraphobia. The Tenant testified that while she is not currently working, she is receiving various benefits totalling \$800.00 a month. The Tenant testified that her son is working and making \$2,500.00 - \$3,500.00 monthly. The Tenant did not request a payment plan nor do I find that it would be fair to impose one. I’m not satisfied based on the Tenant’s payment history that they will abide by it.

14. 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. While I'm only delaying the termination of the tenancy one day longer than a typical standard order, the Tenant testified that she could pay May's rent by May 7, 2026 and did not seek any further delay. Delaying the termination of the tenancy to June 30, 2026 will provide the Tenant with an opportunity to void the order and stop the eviction.

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:**
 - \$4,351.22 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. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent and the cost of filing the application the Landlord is entitled to by \$1,569.60. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$68.47 per day for compensation for the use of the unit starting May 6, 2026 until the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. 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.
8. 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 18, 2026
Date Issued

Amanda Kovats
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	\$4,165.22
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$4,351.22

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

Rent Owing To Hearing Date	\$342.35
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,079.41
Less the amount of the interest on the last month's rent deposit	- \$18.54
Total amount owing to the Landlord	-\$1,569.60
Plus daily compensation owing for each day of occupation starting May 6, 2026	\$68.47 (per day)