



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-027398-26

In the matter of: 304, 666 Spadina Ave
Toronto ON M5S2H8

Between: Spadina Towers Inc Landlord

And

Rehemi Wilson Tenants
Rudolph Wilson

Spadina Towers Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Rehemi Wilson and Rudolph Wilson (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord's Agent, Joyce Sodi, the Landlord's Legal Representative, Emily Barbati, the Tenants' Agent, Shanae Small ('S.S') and their support person, Naitang Chiu, attended the hearing.

Determinations:

Adjournment Request

1. After the Landlord had led their evidence with respect to the arrears of rent, S.S requested an adjournment as they stated that neither of the Tenants was able to attend the proceedings due to their ongoing medical issues.
2. S.S further stated that they are one of the two powers of attorney appointed by the Tenants to deal with their affairs, as it appears from a copy of the *Continuing Power of Attorney for Property* dated September 24, 2021 (DOC-8116708, "IMG_1174.jpeg," "IMG_1175.jpeg," "IMG_1176.jpeg" ; Exhibit 1, *in bundle*).
3. S.S indicated that the other power of attorney (Moilene Samuels) was currently abroad (in Jamaica) and unable to attend the hearing as well.
4. S.S therefore sought for the matter to be adjourned in order to provide a further opportunity to the Tenants and Moilene Samuels to attend the hearing and respond to the allegations, as they would be more familiar with the Tenants' financial situation.

5. The Landlord was opposed to the adjournment request. They submit that the Tenants and their representative were aware of the proceedings and ought to have been prepared to proceed with the hearing as scheduled. They indicated that the arrears have increased and that further delays would therefore be prejudicial to them.
6. Rule 21.8 of the Board's *Rules of Procedure* and the Board's *Interpretation Guideline 1* outline relevant considerations in determining whether or not an adjournment request should be granted, including:
 - the reason for the adjournment and position of the parties;
 - the issues in the application;
 - any prejudice that may result from granting or denying the request;
 - the history of the proceeding including other adjournments or rescheduling;
 - the LTB's obligation to 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. [Emphasis added]
7. On the basis of the evidence and submissions before me, and having considered the factors outlined in Rule 21.8 of the *Rules of Procedure*, I denied the adjournment request.
8. Indeed, the *Continuing Power of Attorney for Property* explicitly stated that S.S, along with the other named appointees "have full and complete authorization to act and make decisions regarding [the Tenants'] assets, finances, [...] investments, [and] bank accounts" (Exhibit 1). They therefore ought to have been ready to proceed in responding to the allegations made against the Tenants with respect to the arrears of rent.
9. Furthermore, while S.S referenced that the Tenants' medical situation impeded their ability to participate in the proceedings, they did not submit to the Board any medical notes (nor lead any evidence) that would provide an adequate description of their diagnosis or clarify the effect of any such diagnosis on their ability to participate in the proceedings, or when – in the opinion of a medical professional – they would be able to attend such proceedings.¹
10. I also note that no submissions were made with respect to the steps taken by Moilene Samuels to join the videoconference hearing, nor was a reasonable explanation provided as to why they would not have been able to join the hearing through its virtual format.
11. Accordingly, I find that the adjournment request amounts to little more than an attempt by the Tenants to unduly delay the proceedings and change or perfect their litigation strategy after having heard the Landlord's evidence. These are not appropriate reasons for an adjournment. As the Board has an obligation to adopt the most expeditious method of determining the questions arising in a proceeding,² the Tenants' adjournment request was denied, and the application proceeded to be heard in its entirety.

¹ *Wang v. Oloo*, 2023 ONSC 1028.

² Section 183 of the *Residential Tenancies Act*, 2006.

Arrears of Rent

12. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent ('N4 Notice'). The Tenants 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.
13. As of the hearing date, the Tenants were still in possession of the rental unit.
14. The parties agreed that the lawful rent is \$2,224.85. It is due on the first (1st) day of each month.
15. Based on the monthly rent, the daily rent/compensation is \$73.15. This amount is calculated as follows: \$2,224.85 x 12, divided by 365 days.
16. The parties agreed that the Tenants have paid \$6,566.66 to the Landlord since the application was filed.
17. The parties agreed that the rent arrears owing to June 30, 2026, are therefore in the amount of \$5,590.94.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. The Landlord collected a rent deposit of \$1,941.39 from the Tenants 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.
20. Interest on the rent deposit, in the amount of \$48.48 is owing to the Tenants for the period from April 1, 2025, to June 8, 2026.

Relief from Eviction

21. The Landlord sought the termination of the tenancy due to the amount of the rent arrears. They submit that the Tenants no longer have the financial means to continue the tenancy.
22. The Landlord has attempted to negotiate with the Tenants an agreement including terms of payment for the Tenants' arrears, but the parties were unable to come to an agreement.
23. While neither the Landlord nor S.S were certain as to the exact date the tenancy started, both parties agreed that the Tenants had been in the rental unit for over twenty (20) years.
24. S.S stated that the Tenants have started looking into third parties which could assist with the arrears of rent. While applications have been submitted with such organizations, they are unsure as to the Tenants' eligibility to such funds.
25. S.S was unsure as to any changes in the Tenants' circumstances, nor what led to the Tenants starting to accumulate arrears of rent.
26. S.S indicated that the Tenants' intent is to continue the tenancy. They asserted that the ongoing rent would be paid directly "from [the Tenants'] income," but they were unable to lead any evidence as to what the Tenants' income actually was.

27. In the alternative, S.S stated that the Tenants would be seeking to postpone the eviction by four (4) months (until September 8, 2026) in order to move to alternate housing accommodations. The delay was being requested in light of the Tenants' ongoing medical issues.

Analysis

28. 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 Tenants, along with the length of the tenancy, and the Tenants' payment history since the filing of the application, 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.
29. The delayed eviction date will provide the Tenants additional time to continue their applications to see if they can obtain financial aid, in addition to seeking alternate sources financial assistance in order to pay the arrears and continue the tenancy. In the alternative, the Tenants will have additional time to search for new housing accommodations.
30. While the Tenants sought to continue the tenancy, they were unable to propose any concrete means of paying the arrears of rent and the ongoing rent. No evidence was led with respect to the Tenants' current financial means, and their intended reliance on undetermined amounts that they may be eligible to receive at an unconfirmed date does not lend any credence to their ability to restore their tenancy in good standing.
31. Although the Tenants alternatively sought to extend the tenancy to at least September 8, 2026, due to their medical concerns, they did not submit medical notes for the Board to consider; nor did they specify an adequate description of the diagnosis or clarify the effect of any such diagnosis on their ability to move or when - in the opinion of a medical professional - the Tenants would be able to move³. Accordingly, I do not find it appropriate to postpone the eviction beyond July 31, 2026.
32. Indeed, the Tenants have only submitted limited payments to the Landlord since the filing of the application, and the arrears of rent have only increased. The Landlord should no longer have to bear the burden of the Tenants' failure to pay the monthly rent and the arrears of rent. I have therefore terminated the tenancy in accordance with the terms set out below.
33. While the Landlord requested a more expedited termination of the tenancy, I find that the prejudice to the Landlord is minimized as the Landlord holds a last month's rent on deposit and the extension is not prolonged.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.

³ *Wang v. Oloo, 2023 ONSC 1028.*

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

- \$5,776.94 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$8,001.79 if the payment is made on or before July 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have 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 Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before July 31, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$2,147.42. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$73.15 per day for the use of the unit starting June 9, 2026, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before July 31, 2026, the Tenants 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 18, 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 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 Tenants 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	\$12,157.60
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$6,566.66
Total the Tenants must pay to continue the tenancy	\$5,776.94

B. Amount the Tenants 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	\$14,382.45
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$6,566.66
Total the Tenants must pay to continue the tenancy	\$8,001.79

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

Rent Owing to Hearing Date	\$10,517.95
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$6,566.66
Less the amount of the last month's rent deposit	- \$1,941.39
Less the amount of the interest on the last month's rent deposit	- \$48.48
Total amount owing to the Landlord	\$2,147.42
Plus daily compensation owing for each day of occupation starting June 9, 2026	\$73.15 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	