



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

File Number: LTB-L-027305-26

In the matter of: 18 Union St E
Waterloo ON N2J1B7

Between: Yolande Greenstein Landlord

And

Cory Labine Tenants
Kellie Labine Michalak

Yolande Greenstein (the 'Landlord') applied for an order to terminate the tenancy and evict Cory Labine and Kellie Labine Michalak (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The Landlord also claimed charges related to NSF cheques.

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

The Landlord, the Landlord's Agent, Dan Greenstein, the Landlord's Legal Representative, Kelly Hawkes, and the Tenant Kellie Labine Michalak ('K.L.M'), attended the hearing.

K.L.M spoke to *Tenants Duty Counsel* prior to the hearing, and was authorized to act on behalf of the Tenants Cory Labine.

Determinations:

Arrears of Rent

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (the '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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The parties agreed that the lawful rent is \$1,049.02. It is due on the first (1st) day of each month.

4. Based on the monthly rent, the daily rent/compensation is \$34.49. This amount is calculated as follows: \$1,049.02 x 12, divided by 365 days.
5. The parties agreed that the Tenants have not made any payments since the application was filed.
6. The parties agreed that the rent arrears owing to June 30, 2026, are therefore in the amount of \$11,345.00.
7. The parties agreed that the Tenants provided the Landlord twelve (12) cheques between August 1, 2025, and June 30, 2026, which were returned NSF.
8. The Landlord is therefore also entitled to \$240.00 to reimburse the Landlord for administration charges the Landlord incurred as a result of the twelve (12) cheques given by or on behalf of the Tenants which were returned NSF.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$850.00 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.
11. Interest on the rent deposit, in the amount of \$248.17 is owing to the Tenants for the period from April 1, 2010, to June 8, 2026.

Relief from Eviction

12. The Landlord sought the termination of the tenancy due to the amount of the rent arrears. They stated that despite multiple promises, the Tenants have failed to successfully complete payments towards the ongoing rent and the arrears of rent, as it appears from a copy of the email sent by K.L.M to the Landlord on March 31, 2026 (DOC-8089886, page 27 of 30; Exhibit 1).
13. The Landlord relies on the rent payments from the Tenants in order to pay for the expenses related to the rental unit and the residential complex, including the property taxes, the utilities, and the maintenance expenses. The lack of payment from the Tenants is therefore causing a financial strain on the Landlord, as the Tenants have not successfully completed a payment since the month of July 2025.
14. The Landlord has attempted to negotiate with the Tenants an agreement including terms of payment for the Tenants' arrears, but the Tenants would not follow through with the agreed upon payment schedule, as it appears from the exchanges in correspondence between the Landlord and the Tenants between April 9, 2025, and April 28, 2025 (DOC-8089886, pages 28 to 30 of 30; Exhibit 2, *in bundle*).
15. K.L.M testified that the Tenants moved into the rental unit during the month of April 2010. They currently occupy the rental unit by themselves.

16. K.L.M stated that the Tenants went through a difficult time in their own relationship around the month of July 2025, which led to them not speaking with one another and no longer sharing their finances, which in turn led to multiple cheques being returned as NSF.
17. K.L.M indicated that the Tenants have mended their relationship and have been back on speaking terms since the month of December 2025.
18. K.L.M stated that following their reconciliation, the Tenants prioritized other payments, such as unpaid *Rogers* and utilities invoices. They have returned their other accounts in good standing as of the end of the month of April 2026 by completing payments of around \$500.00 per months towards these outstanding accounts.
19. K.L.M estimates the monthly household income to be around \$5,896.00, and their expenses to be \$3,486.02. There has been no material change to their income since the month of July 2025, but K.L.M indicated that they had to take time off “here and there” to provide assistance to their relative who was ill.
20. K.L.M has not started searching for alternate sources of financial assistance. They are unsure as to whether or not they would be eligible for any such source of financial aid, but intend to start looking into such options after the hearing.
21. K.L.M indicated that the Tenants seek to continue the tenancy. They proposed to enter into a repayment plan through which they would pay the ongoing rent in full and on time on the first (1st) of each month, in addition to the amount of \$980.92 towards the arrears of rent on or before the sixth (6th) day of each month, until the arrears are paid in full.
22. K.L.M stated that the Tenants have not started searching for alternate housing accommodations. They suggest that they would need between sixty (60) to ninety (90) days to move out of the rental unit should the tenancy be terminated.
23. Under cross-examination, K.L.M could not provide an answer as to why no rent payments have been made towards the rental period starting May 1, 2026, and ending June 30, 2026, if the Tenants had completed the payments of their other debts by April 30, 2026.

Analysis

24. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the length of the tenancy, whether the Landlord attempted to negotiate a repayment agreement with the Tenants, along with the Tenants' payment history since the filing of the application, and the time that has elapsed 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.
25. While there may have been a dispute between the Tenants, such a conflict does not preclude the Tenants from paying the monthly rent to the Landlord during the course of the joint tenancy.
26. For greater clarity, a joint tenancy arises when two (2) or more tenants, together, enter into a tenancy agreement and agree to pay a landlord rent in return for the right to occupy a rental unit, and at the same time, each of them individually makes the same promise to pay

rent to the landlord.¹ In a joint tenancy, the tenants are not responsible for separate shares of the rent, they are jointly and severally liable to the landlord for the entire rent. This means that if the rent is not paid, the landlord may pursue any of the joint tenants for the full amount owed.

27. Although the Tenants proposed to enter into an extended repayment plan to pay the arrears of rent and continue the tenancy, the Tenants did not provide any documents, such as bank statements or pay stubs, to substantiate their income and financial means. I did not find their testimony with respect to their income and expenses to be credible as their described financial means suggested that they had the capability to continue paying the lawful monthly rent in full, even if they were making payments of \$500.00 per month towards other debts.
28. Yet, the Tenants failed to complete a singular payment towards the ongoing rent and the arrears of rent since the month of July 2025, and the arrears of rent have continued to increase since the filing of the application. As the Tenants limited their submissions to general statements that were not corroborated by any supporting evidence or details, I find that the Tenants failed to meet the burden of proof to establish their claim.
29. Since it appears that Tenants do not have the financial capability to continue the tenancy of their own accord, under their current circumstances, I find the Tenants' inability to pay the arrears of rent and the ongoing rent would result in additional prejudice to the Landlord; and given the increasing amount of the rent arrears, I therefore do not find it appropriate to postpone the tenancy beyond July 17, 2026.
30. Indeed, the Landlord should no longer have to bear the burden of the Tenants' failure to pay the monthly rent. I have therefore terminated the tenancy in accordance with the terms set out below.
31. The delayed eviction date will allow the Tenants additional time to seek 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 for themselves.
32. 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.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$11,771.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

¹ *Soucy v Milton Heights Inc*, 2015 SKQB 126.

OR

- \$12,820.02 if the payment is made on or before July 17, 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 17, 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 17, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$9,899.73. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. 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 \$34.49 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 17, 2026, the Tenants 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 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	\$11,345.00
Application Filing Fee	\$186.00
NSF Charges	\$240.00
Total the Tenants must pay to continue the tenancy	\$11,771.00

B. Amount the Tenants 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	\$12,394.02
Application Filing Fee	\$186.00
NSF Charges	\$240.00
Total the Tenants must pay to continue the tenancy	\$12,820.02

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

Rent Owing to Hearing Date	\$10,571.90
Application Filing Fee	\$186.00
NSF Charges	\$240.00
Less the amount of the last month's rent deposit	- \$850.00
Less the amount of the interest on the last month's rent deposit	- \$248.17
Total amount owing to the Landlord	\$9,899.73
Plus daily compensation owing for each day of occupation starting June 9, 2026	\$34.49 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	