



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: M Residential Real Estate LP v Murray, 2026 ONLTB 48383

Date: 2026-06-25

File Number: LTB-L-015377-26-RV

In the matter of: 7, 86 WELLINGTON ST E
BARRIE ON L4M2C5

Between: M Residential Real Estate LP Landlord

And

Bryanna Murray Tenant

Review Order

M Residential Real Estate LP (the 'Landlord') applied for an order to terminate the tenancy and evict Bryanna Murray (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was resolved by order LTB-L-015377-26 issued on May 14, 2026.

On May 22, 2026, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On May 25, 2026 interim order LTB-L-015377-26-RV-IN was issued, staying the order issued on May 14, 2026

This application was heard by videoconference on June 17, 2026.

The Landlord's representative, Carter Van Kessel, the Landlord's Agents, Hannah Bins and Kevin Pederson, and the Tenant attended the hearing.

Determinations:

1. The Tenant requested a review of the Board's order on the ground that she was not reasonably able to participate in the hearing. For the following reasons, the review of order LTB-L-015377-26 issued on May 14, 2026 is granted.

2. The Tenant testified that she was not able to participate in the hearing held on April 30, 2026, because she never received the Notice of Hearing ('NOH') from the Board. The Tenant says that she has not had access to her mailbox since August of 2025 as she no longer had the key for it. The Tenant did not think much of it because the Tenant does not usually receive any mail.
3. The Landlord's representative submitted that the Tenant ought to have made arrangements to obtain a new key from the Landlord and that she failed to do so.
4. Board records show that the NOH was mailed to the Tenant on March 26, 2026. On April 21, 2026, Board records show that the NOH package was returned to the Board as not delivered. Also, in the application, there was no email address indicated for the Tenant. If an email address is listed in the application, the Board also emails the NOH package to the Tenant.
5. In *King-Winton v. Doverhold Investments Ltd.*, [2008] O.J. No. 4697 (Ont. Div. Ct.), the Divisional Court stated that, "being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less".
6. I am satisfied that the Tenant was not reasonably able to participate in the proceedings because she never received the NOH. Even if she did have a key to the mailbox, the NOH package that was mailed to the Tenant was returned to the Board.
7. As a result of my decision, I cancelled order LTB-L- LTB-L-015377-26 issued on May 14, 2026 and proceeded to hear the Landlord's L1 application *de novo* (anew).

L1 Application:

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 \$1,701.50. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$55.94. This amount is calculated as follows: \$1,701.50 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to June 30, 2026 are \$14,066.60.
7. The Landlord withdrew their claim for NSF cheques.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,701.50 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.

10. Interest on the rent deposit, in the amount of \$28.39 is owing to the Tenant for the period from September 1, 2025 to June 17, 2026.

Relief from Eviction

11. The Landlord is requesting an 11-day standard order. The Landlord has been impacted financially by the loss of revenue, and the rent arrears are substantial. The Landlord has continually tried to communicate with the Tenant including arranging meetings, but the Tenant refuses to communicate and fails to show up.
12. The Tenant is requesting to remain in the rental unit with a payment plan. The Tenant says she fell behind on the rent payments because she was sick and in the hospital. The Tenant is currently unemployed and does not make enough money to make the rent payments. This tenancy is not viable. The Tenant requested 60-90 days to vacate the rental unit. The Tenant has a small child.
13. Any further delay in eviction will further prejudice the Landlord as no rent payments have been made since October 2025. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The request to review order LTB-L-015377-26 issued on May 14, 2026 is granted. The order is cancelled and replaced with the following order:
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:**
 - \$14,252.60 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$15,954.10 if the payment is made on or before July 6, 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 6, 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 6, 2026.**

6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,772.19. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
7. The Tenant shall also pay the Landlord compensation of \$55.94 per day for the use of the unit starting June 18, 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 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 7, 2026 at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before July 6, 2026, then starting July 7, 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 July 7, 2026.

June 25, 2026
Date Issued

Paula West Oreskovich
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 7, 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	\$14,066.60
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,252.60

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 6, 2026

Rent Owing To July 31, 2026	\$15,768.10
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,954.10

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

Rent Owing To Hearing Date	\$13,316.08
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,701.50
Less the amount of the interest on the last month's rent deposit	- \$28.39
Total amount owing to the Landlord	\$11,772.19
Plus daily compensation owing for each day of occupation starting June 18, 2026	\$55.94 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

8.

It is ordered that:

1. The request to review order LTB-L-015377-26 issued on May 14, 2026 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on May 25, 2026 is cancelled. The stay of order LTB-L-015377-26 is lifted [immediately/on {date}].

June 25, 2026
Date Issued

Paula West Oreskovich
, Landlord and Tenant Board

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