



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

File Number: LTB-L-017709-26

In the matter of: 2, 276 LEVIS AVE
VANIER ON K1L6H6

Between: GIGNUL NON PROFIT HOUSING CORPORATION Landlord

And

MASON GALLAGHER Tenant

GIGNUL NON PROFIT HOUSING CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict MASON GALLAGHER (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 18, 2026.

The Landlord's Agent Dolores Peltier-Corkey, the Tenant's Legal Representative Sylvie Okros, and the Tenant Mason Gallagher attended the hearing.

Determinations:

The Tenant's request to adjourn the hearing

1. The Tenant's Legal Representative requested an adjournment at the outset of the hearing. The request was made so that the representative could meet with the Tenant the following week to assist the Tenant with providing documentation to the Landlord for the Tenant's rent subsidy and to help the Tenant access supports to address the arrears. The Landlord opposed the adjournment and wished to proceed with the hearing. The Landlord submitted that the Tenant had been non-responsive to the Landlord's requests for income information needed to determine the Tenant's lawful subsidized rent, despite the Landlord making six attempts to contact the Tenant since May 15, 2026.
2. I denied the adjournment request. The Landlord had already consented to a previous adjournment for substantially the same reason, namely to allow the Tenant more time to address the subsidy documentation and arrears. In the circumstances, I was not satisfied that a further adjournment was appropriate. The Tenant did not dispute the rent, arrears, last month's rent deposit, or the amounts owing in the application. As a result, I found that it was fair and reasonable to proceed with the hearing.

The Landlord's application for arrears of rent

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 \$217.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$7.13. This amount is calculated as follows: $\$217.00 \times 12$, 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 \$2,089.36.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$217.00 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.
9. Interest on the rent deposit, in the amount of \$6.12 is owing to the Tenant for the period from February 14, 2025, to June 18, 2026.

Relief from eviction

10. The Tenant did not dispute the arrears but requested temporary relief from eviction until August 31, 2026. The Landlord supported that request. Given the parties' positions, the Tenant's efforts to address subsidy-related issues and obtain supports, and the absence of prejudice to the Landlord beyond the continued arrears addressed in the order, I find that it would not be unfair to postpone the eviction until August 31, 2026.
11. 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 August 31, 2026, pursuant to subsection 83(1)(b) of the Act.

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:

- \$2,275.36 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$2,492.36 if the payment is made on or before July 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$2,709.36 if the payment is made on or before August 31, 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 August 31, 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 August 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$1,963.58. 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.
6. The Tenant shall also pay the Landlord compensation of \$7.13 per day for the use of the unit starting June 19, 2026, until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before August 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from September 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before August 31, 2026, then starting September 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 September 1, 2026.

June 26, 2026

Date Issued

Kyle Anderson

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 March 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	\$2,089.36
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$2,275.36

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	\$2,306.36
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$2,492.36

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before August 31, 2026

Rent Owing To August 31, 2026	\$2,523.36
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$2,709.36

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

Rent Owing To Hearing Date	\$2,000.70
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$217.00
Less the amount of the interest on the last month's rent deposit	- \$6.12
Total amount owing to the Landlord	\$1,963.58
Plus daily compensation owing for each day of occupation starting June 19, 2026	\$7.13 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	