



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

File Number: LTB-L-024785-25

In the matter of: 12A, 163 STERLING RD
TORONTO ON M6R2B2

Between: 1167681 Ontario Limited Landlord

And

ROBERT RICE Tenant

1167681 Ontario Limited (the 'Landlord') applied for an order to terminate the tenancy and evict ROBERT RICE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard together with LTB-T-066898-22 by videoconference on November 5, 2025, December 19, 2025, and June 11, 2026. The applications were severed and a separate order will be issued regarding LTB-T-066898-22.

The Landlord's Legal Representative, E. Steiman, the Landlord's Agent, O. Griffel, and the Tenant attended the hearings.

Determinations:

Preliminary Issue - Severance of applications

1. At the outset of the hearing on June 11, 2026, the Landlord's Legal Representative submitted that the Tenant has failed to comply with the terms of the interim order by not paying the accruing rent to the Landlord as ordered for the period of January 1, 2026 to June 30, 2026. He also submitted that the correct email address for e-transfers was sent to the Tenant during the hearing on December 19, 2025 and that the Tenant's failure to use the correct email address is deliberate and typical of past behaviour of not paying rent.
2. The Tenant acknowledged that an email was sent to him at the prior hearing confirming the Landlord's e-transfer email account and that he just copied and pasted it to send the e-transfer. He stated that he has done everything he can to pay rent but they (Landlord) cancelled that email address. The Tenant asserted that he has made endless attempts to pay the rent and that this is just the Landlord misleading the LTB and fabricating evidence. The Tenant also stated that he had not been contacted by the Landlord's Legal Representative regarding the rents not being paid for this period.

3. The Tenant provided a copy of the email he received from the Landlord's Legal Representative at the prior hearing showing the email account provided to him for e-transfers to the Landlord (DOC-8125630pg2) and copies of attempted e-transfers sent to the Landlord for January 2026, March 2026 and April 2026 into evidence (DOC-8125630pgs3-4).
4. Upon review of the documents submitted by the Tenant, I was satisfied that the email address provided to him from the Landlord was ap@eccostarproperties.com and that the email address the Tenant used to send the e-transfers to was ap@ecostarproperties.com, which is different as there is a 'c' missing from Eccostar Properties, which is the Landlord's known business name.
5. Interim order, LTB-T-066898-22-IN/LTB-L-024785-25-IN, issued on June 5, 2025, adjourned these matters and among other things, directed the Tenant to pay rent arrears and accruing rent into the LTB in trust commencing June 30, 2025 and continuing until these matters are resolved or the LTB directs otherwise to lessen the prejudice to the Landlord. This direction to pay into the LTB in trust was given at the request of the Tenant to ensure there is no misleading information regarding him paying rent.
6. At the December 19, 2025 hearing, the Tenant had advised that he was heading overseas for a number of months and would not be able to pay into the LTB in trust, given those requirements, and requested to pay the accruing rent directly to the Landlord. Interim order, LTB-T-066898-22-IN3/LTB-L-024785-25-IN3, issued on January 7, 2026, directed the Tenant, at his request, to pay the accruing rent directly to the Landlord or to the LTB in trust, and the direction read as follows:
 3. The Tenant shall pay the lawful accruing rent in full and on time, commencing January 1, 2026, and continuing each month to the Landlord via e-transfer using the Landlord's email address provided, ap@eccostarproperties.com or into the LTB in trust until the Landlord's application is resolved or the LTB orders otherwise.
 4. The instructions for paying money in the LTB in trust can be found here: [LTB | Paying Money into the Landlord and Tenant Board](#).
7. Again, the Landlord's email address for e-transfer was correctly provided in that order. The Tenant asserted that he made endless attempts to pay the accruing rent since January 2026. I was not satisfied this was the case given that the Tenant had access to the correct email both from the Landlord's Legal Representative and in the interim order issued. I find it more likely than not that the Tenant purposely used a wrong email address for e-transfers so that he could attend here today and purport attempts to comply with the direction.
8. I say this for the following reasons. Firstly, the Tenant also advised that did not go overseas during this timeframe due to a loss of a family member. Therefore, the Tenant could have paid the accruing rents into the LTB in trust, as he had done in the past, when there were issues with this email address and the e-transfers were unsuccessful. Secondly, the Tenant further advised that he is not in any position to pay the rent arrears accruing for the period of January 1, 2026 to June 30, 2026 for at least another three months. Essentially meaning that although the Tenant asserted he attempted monthly e-

transfers to the Landlord for the accruing rents over this period he obviously did not have those funds.

9. Given the above, I find the Tenant simply not credible regarding this issue as he purposely misled the LTB and the Landlord by purporting to make payments to a contrived email address in order to assert a known non-compliance with a direction of the LTB and a failure to pay rent.
10. The purpose of the direction was to lessen the prejudice to the Landlord to ensure no further rent arrears accrue in the process as the Landlord's application was joined to be heard together with the Tenant's application which would take longer to hear hence the adjournments. Interim order, LTB-T-066898-22-IN3/LTB-L-024785-25-IN3, issued on January 7, 2026 also provided that:

5. If the Tenant fails to comply with paragraph 3 of this order, after hearing submissions on the next hearing date, the Landlord's application will be severed from the Tenant's application and an order will be issued.

11. Since the Tenant failed to comply with directions in the interim order, I was satisfied that applications LTB-T-066898-22 and LTB-L-024785-25 should be severed, and separate orders will be issued.

L1 application

12. 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.
13. As of the hearing date, the Tenant was still in possession of the rental unit.
14. The lawful rent is \$916.55. It is due on the 1st day of each month.
15. Based on the Monthly rent, the daily rent/compensation is \$30.13. This amount is calculated as follows: \$916.55 x 12, divided by 365 days.
16. The Tenant has paid \$11,002.05 into the LTB since the application was filed.
17. The Tenant asserted to have also paid \$916.55 on December 1, 2025 into the LTB in trust, and there is a record of a cancelled transaction on this date. The Tenant was advised at the hearing that if he has proof of this deposit/payment to provide it to the LTB within one week of the hearing. As of June 19, 2026, the Tenant had not provided any proof of this deposit/payment. Therefore, it can not be included in this order. If the Tenant provides proof of this payment after June 19, 2026, those funds can be returned to Tenant directly by the LTB.
18. The Tenant did not dispute the rent arrears owing to June 30, 2026 are \$11,911.70.
19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

20. The Landlord collected a rent deposit of \$800.00 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.
21. Interest on the rent deposit, in the amount of \$104.55 is owing to the Tenant for the period from May 31, 2019 to June 11, 2026.

Relief From Eviction

22. 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.
23. The Landlord's Legal Representative submitted that the Landlord has waited long enough to collect these arrears. He also submitted that the interim order directions were to ensure that the rent arrears do not increase, but that is no longer the case. He further submitted that the Tenant's failure to pay the accruing rents as directed and requiring additional time to pay demonstrates he has no means to support this tenancy. He requested a standard eleven day order or in the alternative no later than the end of the month.
24. The Tenant has resided in the rental unit since 1998. He stated that he was supposed to leave for a three month work contract earlier this year but unfortunately his father passed away and he remained here. He also stated that he has another three month work contract overseas starting in the next days and would be able to pay a portion of the rent arrears in three months and would pay the remaining arrears after that depending on how things play out.
25. He stated that the Landlord's harassment has had a detrimental impact on his life including missing work opportunities. The Tenant has requested remedies in his application regarding rent abatements and compensation which will be separately decided.
26. The rent arrears have significantly increased since this application was filed, the Tenant currently has no ability to pay the rent arrears, and the Tenant has failed to maintain the tenancy by paying the accruing rents. In these circumstances it would be unfair to grant a conditional order.
27. Given the length of this tenancy, and that the Landlord is holding a last month's rent deposit, I find that it would not be unfair to delay the eviction but only until August 31, 2026. This extension of over 60 days provides the Tenant some additional time to either find funding to void the eviction or find alternate housing.

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:**

- \$12,097.70 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$13,014.25 if the payment is made on or before July 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$13,930.80 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 \$10,608.03. 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 \$30.13 per day for the use of the unit starting June 12, 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.
10. \$11,002.05 together with any accrued interest that the Tenant paid into the LTB in trust shall be released to the Landlord by the LTB.*

June 24, 2026
Date Issued

Lisa Del Vecchio
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.

*Note: When the LTB directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

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	\$22,913.75
Application Filing Fee	\$186.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$11,002.05
Total the Tenant must pay to continue the tenancy	\$12,097.70

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	\$23,830.30
Application Filing Fee	\$186.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$11,002.05
Total the Tenant must pay to continue the tenancy	\$13,014.25

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	\$24,746.85
Application Filing Fee	\$186.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$11,002.05
Total the Tenant must pay to continue the tenancy	\$13,930.80

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

Rent Owing To Hearing Date	\$22,328.63
Application Filing Fee	\$186.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$11,002.05
Less the amount of the last month's rent deposit	- \$800.00
Less the amount of the interest on the last month's rent deposit	- \$104.55
Total amount owing to the Landlord	\$10,608.03
Plus daily compensation owing for each day of occupation starting June 12, 2026	\$30.13 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	