



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

File Number: LTB-L-032572-26

In the matter of: 2, 55 PELHAM RD
ST CATHARINES ON L2S1R5

Between: 1001320139 ONTARIO INC C/O Landlord
JACQUELINE KUTLESA KASTELIC

And

RENE JEAN Tenant

1001320139 ONTARIO INC C/O JACQUELINE KUTLESA KASTELIC (the 'Landlord') applied for an order to terminate the tenancy and evict RENE JEAN (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord, the Landlord's Agent, Jason Peterson, the Landlord's Legal Representative, Ravis Mohebbian, and the Tenant attended the hearing.

Determinations:

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 \$810.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$26.63. This amount is calculated as follows: \$810.00 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 \$7,290.00. The Tenant did not dispute the amount of the arrears.
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 \$730.00 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 \$143.54 is owing to the Tenant for the period from September 2, 2015 to June 17, 2026.

Section 83 Considerations:

10. The Tenant testified that he stopped paying rent due to maintenance issues. The Tenant testified that when the Landlord did a property inspection prior to purchasing the residential complex, he showed her a hole in his bedroom ceiling that is 4 feet by 6 feet in size, and that he told her the roof was leaking during this inspection. The Tenant further testified that he told the Landlord during this inspection that his heaters do not work in his living room. When asked if he had notified the Landlord since they purchased the property of these issues, the Tenant testified he had notified her through text messages and in-person discussions, though the Tenant did not provide any documentary evidence in support. When asked what the Landlord had done to correct the issues, the Tenant first testified nothing, then stated the Landlord had put drywall over the hole but that did not fix the issue and that the Landlord had told him to move items away from the radiators in the living room. The Tenant testified that due to the hole in the ceiling and the roof leaking, he has had to sleep on his couch and cannot use his bedroom.
11. The Landlord testified that the roof had been leaking prior to purchasing the residential complex and she did see the hole in the Tenant's bedroom, though it was only 2 feet by 2 feet. The Landlord further testified that she had issues getting access to the Tenant's rental unit to fix the hole due to extensive hoarding in the rental unit. The Landlord testified that she personally helped the Tenant clean his apartment for 8 hours, and then had a contractor put up mold resistant drywall on the ceiling to cover the hole. The Landlord further testified that she had paid a roofer in September 2025 and they were supposed to complete the roof repairs in October 2025, however the Tenant called the City of St. Catharines to complain and the work was stopped until the Landlord got a permit to complete the roof. The Landlord testified that if she had known this was going to be raised as an issue, she could have submitted the 17 emails she has with bylaw to prove how long she has been trying to fix the roof. The Landlord testified that the roof was repaired on March 28, 2026, and to prepare for this, the Tenant's unit was tarped off and items were moved, and during this preparation, the Landlord testified that this was a 2-bedroom unit, not a 1-bedroom unit as she had thought.
12. The Landlord testified that when the Tenant complained about heating issues in the living room, she had a contractor go and they asked the Tenant to move items away from the radiators as the Tenant had his 90-inch television set up in front of the radiators. The Landlord testified that the Tenant was notified to let her know when he had moved his items as the contractors could not access the radiators while they were blocked with his personal belongings. The Landlord further testified that she offered to have additional radiators installed, however the Tenant told her there were 2 already and felt he did not need more.

13. Neither the Tenant nor the Landlord submitted any documentary evidence to support their oral testimony. The Landlord testified that she would have submitted documentation if she had known the Tenant was going to raise these issues.
14. The Tenant also testified that there are cockroaches in his unit. The Tenant testified that he thinks he told the Landlord within 4 weeks of her purchasing the residential complex. The Tenant testified that the prior Landlord would have the Tenant buy sprays and would deduct the cost off of his rent. The Tenant testified that the cockroaches are everywhere, that they were climbing the walls, and that Orkin came 2 months ago and said the activity was not high. The Tenant also testified that he felt he was treated badly by the Orkin individuals, and he lost it on them. The Tenant further testified that he has gangrene in his left leg and thinks it could be caused by the cockroaches, though he does not know.
15. The Landlord testified that Orkin attended the residential complex on March 28, 2026 and no cockroaches were seen in the other 3 units, only the Tenant's unit. The Landlord testified that Orkin told her there is nothing they can do as the Tenant's unit is extremely dirty and cluttered due to hoarding and the Tenant needs to clean the rental unit for the cockroaches to be treated. In addition, the Landlord testified that Orkin said that due to the Tenant having large amounts of chemicals in the rental unit, the constant exposure to the chemicals is making the cockroaches immune to treatment. The Landlord testified she would have submitted the letters from Orkin if she had known the Tenant was going to raise this as an issue.
16. Based on the evidence before me, while the issues with the roof, the hole in the ceiling, the heating and the cockroaches might be the subject of a tenant's application to the Board, I am not satisfied that the Tenant has established that the Landlord is in a serious breach of their responsibilities within the meaning of section 83(3)(a) of the *Residential Tenancies Act, 2006* (the 'Act'). The evidence indicates that the Landlord responded when the Tenant complained about the issues, though the Tenant's own actions contributed to the issues identified. The heating issues and the cockroaches appear to be directly related to a cleanliness and clutter issue in the rental unit, and the Tenant has not taken the necessary steps to fix those issues as directed by the Landlord, the contractor and Orkin. The Tenant's evidence was also inconsistent as he would state the Landlord had done nothing and then contradict himself by stating what the Landlord had done. The Landlord testified that the hole in the ceiling and the roof had been fixed by March 28, 2026, and the Tenant did not submit any supporting documentary evidence to support his claim that the issue with the roof and the hole in the ceiling remain ongoing. The Tenant has not established that the Landlord did not address the issues when they were notified, or that certain issues remain ongoing, and as such, I am not satisfied that the Landlord is in a serious breach. My finding is without prejudice to the Tenant bringing a T2 or T6 application in relation to the issues they have raised should they consider it appropriate to do so.
17. The Tenant testified that he has diabetic issues, and he has gangrene in his left leg which has also caused temporary blindness. The Tenant further testified he has congenital heart disease, he had a triple stroke last year, and that he has depression. The Tenant testified he receives \$1,200.00 per month from the Ontario Disability Support Program (ODSP), and that he could make double payments on the first of each month to pay ongoing rent and arrears. The Tenant did not provide any documentary evidence to support how he would pay \$810.00 per month towards arrears despite his income only being \$1,200.00.

The Tenant further testified that he would apply for discretionary housing benefits through ODSP.

18. The Landlord testified that only 2 of the 4 rental units are rented and that she is using her personal money to pay the mortgage as the Tenant has not paid his rent for 11 months. The Landlord stated they are looking for a standard 11-day order, and testified they have experienced financial hardship, though she did not provide any supporting documentary evidence.
19. 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 14, 2026 pursuant to subsection 83(1)(b) of the Act. I accept the Tenant's evidence that he has several medical conditions that will make it difficult for him to move and that he will be impacted by an eviction, despite not providing documentary support. I am not satisfied that the payment plan is viable as the Tenant did not provide any testimony to support how he would make additional payments with his limited income. I am satisfied that a relatively short delay would not be unfair in these circumstances to allow the Tenant to either apply for discretionary benefits to cover the arrears or to find alternative accommodations. However, given the arrears are not insignificant and the Tenant has not made any payments since the application was filed, it would be unfair to delay the eviction longer.

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:**
 - \$7,476.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$8,286.00 if the payment is made on or before July 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$9,096.00 if the payment is made on or before August 14, 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 14, 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 14, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,245.17. 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 \$26.63 per day for the use of the unit starting June 18, 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 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 15, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before August 14, 2026, then starting August 15, 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 15, 2026.

June 29, 2026
Date Issued

Allana McComb
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 15, 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	\$7,290.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,476.00

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	\$8,100.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,286.00

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before August 14, 2026

Rent Owing To August 31, 2026	\$8,910.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,096.00

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

Rent Owing To Hearing Date	\$6,932.71
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$730.00
Less the amount of the interest on the last month's rent deposit	- \$143.54
Total amount owing to the Landlord	\$6,245.17
Plus daily compensation owing for each day of occupation starting June 18, 2026	\$26.63 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	