



Order under Section 69 Residential Tenancies Act, 2006

Citation: Rane Management v Durance, 2026 ONLTB 48265

Date: 2026-06-23

File Number: LTB-L-028043-26

In the matter of: 1503, 700 ONTARIO ST
TORONTO ON M4X1N2

Between: Rane Management Landlord

And

Kevin Durance Tenant

Rane Management (the 'Landlord') applied for an order to terminate the tenancy and evict Kevin Durance (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 16, 2026.

The Landlord's Representative, Elizaveta Povargo, and the Tenant attended the hearing. The Tenant met with Tenant Duty Counsel prior to the hearing.

Order Note: When the Tenant was asked to sign into the hearing room by the moderator, the Tenant immediately began accosting the moderator and accused her of bullying him. When the matter was called, the Tenant, who appeared to not be wearing any clothes, declared that he had a disability that required accommodation. The Tenant never at any time advised the Board what his disability was, what accommodation was required and never provided the Board with any documentation to support this declaration.

The Tenant continued to act disrespectfully to both me and the Landlord's Legal Representative. He failed to follow instructions concerning the format of the hearing and would continuously interrupt me and the Landlord's Legal Representative.

The Board is required pursuant to s. 183 of the *Residential Tenancies Act, 2006* (the 'Act') to adopt the expeditious method of determining the questions arising in a proceeding that affords all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter. The Tenant requested to read a prepared statement prior to the hearing, which he had agreed to do. After my attempts to try to proceed with the hearing, the Tenant continued to yell and swear. Once I determined just exactly what the issue was the Tenant had intended to raise, the Tenant started having audio issues but could be clearly heard swearing at

me and the Landlord's Legal Representative. As such, once the hearing was concluded the Tenant was removed from 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 \$1,471.23. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$48.37. This amount is calculated as follows: $\$1,471.23 \times 12$, divided by 365 days.
5. The Tenant has paid \$5,858.25 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$1,497.93.
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 \$1,471.23 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 \$19.30, is owing to the Tenant for the period from November 1, 2025, to June 16, 2026.

Section 83 Considerations

10. Having reviewed the Tenant's evidence, the Tenant effectively disagreed with the total amount of the arrears. When asked if he had any evidence to support his proof of payments, the Tenant submitted that the Landlord's Legal Representative "should know" about the payments.
11. I reviewed the Tribunals Ontario Portal and noted that the Tenant had not submitted any evidence to rely for the purpose of this hearing despite his claim to the contrary. The Tenant was too upset to provide me the file number where his evidence might have been. As such, considering the amount of arrears is quite low, I am giving the Tenant a chance to show the Landlord that he made the payments, or else he can void the order.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant 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 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:**
 - \$1,683.93 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$3,155.16 if the payment is made on or before July 4, 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 July 4, 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 July 4, 2026.**
 5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$503.91. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$48.37 per day for compensation for the use of the unit starting June 17, 2026, until the date the Tenant moves out of the unit.
 6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
 7. If the unit is not vacated on or before July 4, 2026, then starting July 5, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 8. 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 5, 2026.

June 23, 2026
Date Issued

Jagger Benham
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 5, 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	\$7,356.18
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,858.25
Total the Tenant must pay to continue the tenancy	\$1,683.93

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 4, 2026

Rent Owing to July 31, 2026	\$8,827.41
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,858.25
Total the Tenant must pay to continue the tenancy	\$3,155.16

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

Rent Owing to Hearing Date	\$6,658.87
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,858.25
Less the amount of the last month's rent deposit	- \$1,471.23
Less the amount of the interest on the last month's rent deposit	- \$19.30
Total amount owing to the Landlord	\$(503.91)
Plus, daily compensation owing for each day of occupation starting June 17, 2026	\$48.37 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	