



Order under Section 69 Residential Tenancies Act, 2006

Citation: Barnachea v Broome Webster, 2026 ONLTB 42010

Date: 2026-06-24

File Number: LTB-L-023996-26

In the matter of: 415, 3025 THE CREDIT WOODLANDS
MISSISSAUGA ON L5C2V3

Between: Norberto Barnachea Landlords
Presentacion Barnachea

And

Lawrence Broome Webster Tenants
Ann Broome Webster

Norberto Barnachea and Presentacion Barnachea (the 'Landlords') applied for an order to terminate the tenancy and evict Lawrence Broome Webster and Ann Broome Webster (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 25, 2026.

The Landlords, the Landlords' Legal Representative Tim O'Brien and the Tenants attended the hearing.

Determinations:

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,225.83. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$73.18. This amount is calculated as follows: \$2,225.83 x 12, divided by 365 days.
5. The Tenants have paid \$4,451.66 to the Landlords since the application was filed.
6. The Landlords allege the rental arrears owing to May 31, 2026 are \$15,495.09.

7. The Tenants initially disputed the amount of arrears owing believing them to be approximately \$13,080.30, but in cross examination the Tenants agreed to the amount owing.
8. I am satisfied on a balance of probabilities that the rent arrears owing to May 31, 2026 are \$15,495.09.
9. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
10. The Landlords collected a rent deposit of \$2,180.05 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
11. Interest on the rent deposit, in the amount of \$341.95 is owing to the Tenants for the period from November 1, 2017 to May 25, 2026.
12. 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.
13. The Tenants have resided in the rental unit since November, 2017 with their schizophrenic daughter and autistic grandson and seek an opportunity to maintain the tenancy.
14. The Tenants requested that a payment plan be imposed whereby the Tenants would pay new rent as it comes due and payable each month as well as \$1,000.00 towards arrears on or before the 30th of each month.
15. The Tenants testified that they are on a fixed income receiving approximately \$6,600.00 per month. The further testified that their monthly expenses are approximately \$4,400.00, plus rent.
16. The Landlords are opposed to the payment plan as they have not received consistent payments from the Tenants in months and don't know why the Tenants stopped paying rent in the first place. The Landlords have their own expenses associated with the rental property and have had to borrow money to cover those expenses. The Landlords don't believe the tenancy is sustainable with the amount of arrears owing.
17. Having considered all of the disclosed circumstances, testimony and submissions of the parties I do not believe the Tenants repayment plan is viable. The Tenants testified that their monthly income is approximately \$6,600.00. Their monthly expenses inclusive of rent are \$6,625.83 leaving them in a short fall before any arrears are paid. However, in the circumstances a delayed eviction is appropriate given the long standing tenancy and vulnerable occupants residing in the rental unit with the Tenants. Although not ideal for the Landlords. The Landlords do hold a last months rent deposit on behalf of the Tenants which may help mitigate the potential prejudice a delayed eviction may cause the Landlords.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$17,906.92 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$20,132.75 if the payment is made on or before July 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$22,358.58 if the payment is made on or before August 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have 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 Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before August 31, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$12,762.76. 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 Landlords owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlords compensation of \$73.18 per day for the use of the unit starting May 26, 2026 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before August 31, 2026, the Tenants 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 Landlords 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 Landlords on or after September 1, 2026.

June 24, 2026
Date Issued

Sean Ramage
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	\$22,172.58
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,451.66
Total the Tenant must pay to continue the tenancy	\$17,906.92

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	\$24,398.41
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,451.66
Total the Tenant must pay to continue the tenancy	\$20,132.75

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	\$26,624.24
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,451.66
Total the Tenant must pay to continue the tenancy	\$22,358.58

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

Rent Owing To Hearing Date	\$19,550.42
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,451.66
Less the amount of the last month's rent deposit	- \$2,180.05
Less the amount of the interest on the last month's rent deposit	- \$341.95
Total amount owing to the Landlord	\$12,762.76
Plus daily compensation owing for each day of occupation starting May 26, 2026	\$73.18 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	