



**Order under Section 21.2 of the
Statutory Powers Procedure Act and
The Residential Tenancies Act, 2006**

Citation: 295 Jarvis LP v Corvette, 2026 ONLTB 46701

Date: 2026-06-18

File Number: LTB-L-047908-25-RV2

In the matter of: 307, 295 JARVIS ST
TORONTO ON M5B2C2

Between: 295 Jarvis LP Landlord

And

Michael Corvette Tenant

Review Order

295 Jarvis LP (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Corvette (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-047908-25 issued on October 2, 2025.

On November 3, 2025, the Tenant requested a review of the order. The Tenant's review request was resolved by order LTB-L-047908-25-RV-IN2 issued on January 8, 2026. The review was granted, and the Landlord's application was directed to be heard de novo (anew).

The matter was heard de novo on March 18, 2026 and resolved by order LTB-L-047908-25-RV issued on March 26, 2026. The matter proceeded with the Landlord's evidence at 3:15 p.m. The order indicates that the Tenant signed into the hearing at approximately 1:00 p.m., disconnected at approximately 1:10 p.m., and did not call back into the hearing.

On April 22, 2026, the Tenant requested that order LTB-L-047908-25-RV issued on March 26, 2026 be reviewed and that the order be stayed until the Tenant's request to review the order is resolved.

On April 23, 2026, interim order LTB-L-047908-25-RV-IN was issued staying the order issued on March 26, 2026 and directing the Tenant's request to review to a hearing. This request to review was heard by videoconference on May 11, 2026 and the review was granted by way of interim review order LTB-L-047908-25-RV-IN2 and the Landlord's application was directed to be heard de novo a second time.

This application was heard de novo by videoconference on June 11, 2026.

As of 10:15am, only the Landlord's agents, Justin Ross, Mitch Sobie, and the Landlord's legal representative, Kevin Kok, attended the hearing. The matter was heard fully at this time, and an order was going to be drafted based on the uncontested hearing.

However, at approximately 12:35pm, the Landlord's legal representative signed back into the hearing for the afternoon block and indicated that they had spoken to the Tenant and that they had technical problems signing into the hearing in the morning. In this regard, the Landlord's legal representative advised the Tenant to call back in to consider the application. At 12:50pm, the Tenant then signed into the hearing. There were other files already scheduled to be heard in the afternoon, however, at 2:50pm, there was time left in the block to reconsider the Landlords application and so the matter was heard on a contested basis at this time. Both of the Landlord's agents also attended the hearing for 2:50pm.

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. The Tenant submitted that the N4 Notice was invalid because the Tenant asserted that they had pre-paid their rent for the period ending in September of 2026. However, based on the receipts filed by the Tenant, including the ones that appear fraudulent on their face dated December 27, 2024 for \$1,800.00 and the one dated December 20, 202(unable to determine the date) for \$2,100.00 and the altered receipt dated September 27, 2024 for \$1,475.00 that ought to have been \$475.00, I did not find the Tenant's evidence with respect to payments at all credible.
3. I say this because most of the 14 submitted receipts by the Tenant have altered dates on them. The Tenant requested an adjournment in the middle of the hearing in order to provide the Board with a copy of all of their receipts, which they submitted at the onset of the hearing, were "always with them in a briefcase". When the Tenant was asked to produce any specific receipt at the hearing, they failed to provide them. Stating that they didn't have that particular one to produce or that they could not locate it after waiting several minutes.
4. The Landlord was opposed to any adjournment on the basis that they had waited a long time for the matter to be resolved and because the Tenant has had ample time to produce such documents and organize themselves for the hearing and they have not. The Landlord was willing to accept the evidence the Tenant submitted to the portal on the hearing date, even though they were not given directly to the Landlord.
5. This is the the 6th hearing of the matter. Including the original hearing that took place on August 28, 2025. The review hearing on December 1, 2025, the adjourned hearing at the Tenants request on February 9, 2026, the first de novo hearing on March 18, 2026, the review hearing that took place on May 11, 2026 and now this de novo hearing.
6. I denied the Tenant's request for an adjournment to submit additional materials. The Tenant was also given the opportunity to produce the receipts at the hearing, and they

were unable to locate them. This is not a good reason to adjourn the hearing since the Tenant has had ample time to organize themselves, submit the evidence and make their submissions and they have not. Further, the receipts that the Tenant did file appear to be false on their face and I give them little to no weight at all.

7. While the Landlord's evidence of outstanding late payment letters to the Tenant did not match the ledger, I prefer the ledger evidence as being a true record of the payment history with the Tenant. In absence of any viable evidence to the contrary, I accept that the last payment the Tenant made to the Landlord was on November 29, 2024 for \$610.00. They have paid nothing since.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$305.00. It is due on the 4th day of each week (Wednesday).
10. I do not accept the Tenant's submission that this is a monthly tenancy. The Tenant submits that it has been a monthly tenancy since the onset of the tenancy in September of 2021. However, even the Tenants own receipts cover weekly periods.
11. Based on the Weekly rent, the daily rent/compensation is \$43.45. This amount is calculated as follows: $\$305.00 \times 52$, divided by 365 days.
12. The Tenant has not made any payments since the application was filed.
13. The rent arrears owing to June 16, 2026 are \$27,685.00.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. There is no last month's rent deposit.

Discretionary Relief from Eviction

16. 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 16, 2026 pursuant to subsection 83(1)(b) of the Act.
17. The Landlord's agent, Justin Ross (JR), testified that they took over with management of the building in mid-January of 2025 after the new Landlord purchased the building some time earlier on or about December of 2023. After purchasing the building, for approximately a year, the old management continued to manage the property until about December of 2024 or January of 2025. A handwritten ledger was provided to them regarding the accounting on the Tenant's rent account at that time showing the recent payment history.
18. On this basis, the Landlord reached out to the Tenant with outstanding rent notices starting on January 27, 2025 with their contact information on the form for the Tenant to reach out to discuss the outstanding rent. These rent reminders went out almost every week between this date and up to August 7, 2025. JR testified that he did speak with the Tenant a couple of times during the period they took over management, including a discussion prior to the last hearing date on May 11, 2026, but that there was no solid discussions

regarding the rent arrears or about a payment plan during those discussions because the Tenant disputed owing any rent to the Landlord and the Tenant's evidence with receipts was insufficient to consider everything paid.

19. JR submits that the last payment they received from the Tenant was marked on the previous ledger which was \$610.00 on November 29, 2024 which was intended to cover outstanding rent for the period of September 6, 2024 to September 20, 2024.
20. The Landlord further submits that they have an office located in the building and that they accept payments by cash, debit, credit and cheque and that a tenant can also pay by way of e-transfer. They submit that the Tenant has not paid any amount since November 29, 2024 by any method.
21. The Tenant is clearly having financial struggles after paying to support their brother who lives out of province and their aunt that is caring for them since approximately July 11, 2020 (\$2,600.00 plus \$500.00 in credit charges monthly) when his mother passed away, and after considering the Tenant's other expenses with life insurance, credit card debt (\$13,000.00) and other expenses for transit, cell phone and Metrolinx pass, the Tenant is in a deficit each month by approximately \$25.00 before deducting their rent amount. This is even after their income from their newly acquired part-time job which they started approximately 3 weeks prior to the hearing. They state their current income is \$3,800.00 after taxes and before this, for several years, the Tenant was making approximately \$2,900.00 after taxes.
22. While I sympathize with the Tenant and my heart goes out to their efforts supporting their family, I cannot overlook the prejudice to the Landlord in having the Tenant reside in the unit without paying any rent at all, let alone any sort of security regarding repaying the substantial arrears.
23. I also cannot overlook the insufficient likelihood regarding the validity of the handwritten receipts from December of 2024 purportedly paid to the Landlord for future rent in this regard either. I do not accept that the Tenant did not create their own receipts. They are an identical match to the handwriting on a notice of entry that was provided in the Landlord's supplementary evidence where the Tenant confirmed their handwriting on that document.
24. In addition to the Tenant supporting their family, I accept that the Tenant has a heart condition that may be aggravated by stress and may make it challenging to move on short notice. The Tenant requested to be given until at least August 15, 2026 to find alternative housing or longer if possible.
25. The Landlord did not identify any further prejudice aside from not receiving the rent for approximately two years. While I accept that the Landlord should not be subsidizing the Tenant's rent, I find that giving the Tenant until August 16, 2026 to find alternative housing or to void the order to be reasonable under all of the circumstances and this decision was given at the hearing.
26. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

27. This order contains all of the reasons for the decision within it and no further reasons will follow.

It is ordered that:

1. Order LTB-L-047908-25-RV issued on March 26, 2026 is replaced with the following order:
2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$28,481.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$28,786.00 if the payment is made on or before July 7, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$29,091.00 if the payment is made on or before July 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$29,396.00 if the payment is made on or before July 21, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$29,701.00 if the payment is made on or before July 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$30,006.00 if the payment is made on or before August 4, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$30,311.00 if the payment is made on or before August 11, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$30,616.00 if the payment is made on or before August 16, 2026. See Schedule 1 for the calculation of the amount owing.
4. 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 16, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 5. **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 16, 2026.**
 6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$27,652.90. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
 7. The Tenant shall also pay the Landlord compensation of \$43.45 per day for the use of the unit starting June 12, 2026 until the date the Tenant moves out of the unit.
 8. If the Tenant does not pay the Landlord the full amount owing on or before August 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 17, 2026 at 4.00% annually on the balance outstanding.
 9. If the unit is not vacated on or before August 16, 2026, then starting August 17, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 10. 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 17, 2026.

June 25, 2026
Date Issued

Terri van Huisstede
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 17, 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	\$28,295.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$28,481.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 7, 2026

Rent Owing To July 7, 2026	\$28,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$28,786.00

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

Rent Owing To July 14, 2026	\$28,905.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$29,091.00

D. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 21, 2026

Rent Owing To July 21, 2026	\$29,210.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$29,396.00

E. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 28, 2026

Rent Owing To July 28, 2026	\$29,515.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$29,701.00

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

Rent Owing To August 4, 2026	\$29,820.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$30,006.00

G. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before August 11, 2026

Rent Owing To August 11, 2026	\$30,125.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$30,311.00

H. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before August 16, 2026

Rent Owing To August 18, 2026	\$30,430.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$30,616.00

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

Rent Owing To Hearing Date	\$27,466.90
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$27,652.90
Plus daily compensation owing for each day of occupation starting June 12, 2026	\$43.45 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	