



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

File Number: LTB-L-015772-26

In the matter of: A, 852 PEMBROKE ST W
PEMBROKE ON K8A5P5

Between: Gerard Bergeron Landlord

And

Eric Smith Tenant

Gerard Bergeron (the 'Landlord') applied for an order to terminate the tenancy and evict Eric Smith (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 13, 2026.

The Landlord 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 \$1,800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$59.18. This amount is calculated as follows: \$1,800.00 x 12, divided by 365 days.
5. The Tenant has paid \$4,686.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$2,014.00.
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 \$2,200.00 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 \$197.28 is owing to the Tenant for the period from September 1, 2022 to May 13, 2026.

10. The Landlord sought a voidable standard order for termination.

11. The Tenant sought conditional relief from eviction and would satisfy the arrears and the filing fee on or before May 21, 2026.

1. The Landlord submitted the payment plan was prejudicial to the Landlord because this application is part of an ongoing pattern of non-payment of rent by the Tenant. They submitted that the Landlord has made 3 payment arrangements with the Tenant, and the Tenant fails to comply with such arrangements.

2. While I appreciate that this is not the first payment plan the Landlord has agreed to during the tenancy, the Landlord did not present any concrete, objective evidence that they will experience hardship, financial or otherwise, if I grant the Tenant's request for a payment plan. I considered the relative prejudice to the parties of granting relief from eviction, and I find it would be more prejudicial to the Tenant to find alternative living arrangements than to order the proposed payment plan and have the arrears paid in a timely manner.

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 July 25, 2026, pursuant to subsection 83(1)(b) of the Act. I have provided the Tenant with additional time to satisfy the arrears and June 2026 rent to preserve the tenancy if the Tenant has not already paid June 2026 rent.

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:**

- \$4,000.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$5,800.00 if the payment is made on or before July 25, 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 25, 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 25, 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 \$1,227.94. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$59.18 per day for compensation for the use of the unit starting May 14, 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 25, 2026, then starting July 26, 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 26, 2026.

June 29, 2026
Date Issued

Samantha Greaves
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 26, 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	\$8,500.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,686.00
Total the Tenant must pay to continue the tenancy	\$4,000.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 25, 2026

Rent Owing To July 31, 2026	\$10,300.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,686.00
Total the Tenant must pay to continue the tenancy	\$5,800.00

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

Rent Owing To Hearing Date	\$5,669.34
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,686.00
Less the amount of the last month's rent deposit	- \$2,200.00
Less the amount of the interest on the last month's rent deposit	- \$197.28
Total amount owing to the Landlord	\$(1,227.94)
Plus daily compensation owing for each day of occupation starting May 14, 2026	\$59.18 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	