



Order under Section 69 Residential Tenancies Act, 2006

Citation: Gaucher v Periard, 2026 ONLTB 49820

Date: 2026-06-29

File Number: LTB-L-000159-26

In the matter of: A (Basement), 20095 COUNTY ROAD 17
LANCASTER ON K0C1N0

Between: Roger Gaucher Landlord

And

Jacques Periard Tenant

Roger Gaucher (the 'Landlord') applied for an order to terminate the tenancy and evict Jacques Periard (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on Mar 9, 2026 and May 28, 2026. The Landlord, the Landlord's Legal Representative, Lisa Lynn Duchene, and the Tenant attended the hearing.

Determinations:

Preliminary Issue

1. An interim order was issued on March 13, 2026 that required the Tenant give to the Landlord and file with the Board a copy of all documents that he intended to rely on by March 27, 2026. The Tenant was also required to pay the rent in full on the 1st day of each month, commencing April 1, 2026, until the matter was resolved or the LTB ordered otherwise.
2. Despite the conditions set out in the interim order, the Tenant did not pay the rent for April 2026 and paid the rent late for May 2026. The Tenant also failed to serve a copy of his evidence to the Landlord as required by the interim order.

3. The Tenant stated that he did not pay the rent in full and on time for April and May 2026 because the Landlord came and shut the hydro off sometime near the end of April, which caused the Tenant to miss work and not be able to pay his rent. The Tenant was unable to explain how the hydro being allegedly shut off at the end of April would prevent him from paying rent on April 1, 2026. Instead, he repeated several times that it was the Landlord that asked him to move there and that he worked for the rent.
4. The Landlord denied that he turned the hydro off and stated that the Tenant had hydro as of the hearing date. The Tenant also confirmed this. The Landlord stated that the new tenants upstairs advised that the power had went out and he did not hear this from the Tenant. The new tenants later advised that they had hydro. It was the Landlord's understanding that the hydro was only off for a brief period.
5. In reviewing the Board's file, it appeared that the Tenant filed his evidence by email with the Board on March 23, 2026 but did not include the Landlord or the Landlord's Legal Representative on the email. When asked why he did not provide a copy to the Landlord or their representative, it was the Tenant's position that he already served the representative, and it was her fault for refusing to click on the links in the email.
6. One of the main reasons for adjourning the previous hearing was so the Tenant could serve and file their evidence in a different format as links were not acceptable to the Board or to the Landlord's Legal Representative for security reasons. The Board's Practice Direction on Evidence was cited and some examples of expectable formats were set out in the interim order.
7. The interim order was clear that if the Tenant failed to comply with the disclosure requirements and/or failed to pay the ongoing rent that I may refuse to accept or consider the Tenant's evidence or submissions at the hearing.
8. As the Tenant failed to comply with the interim order, I refused to accept the documentary evidence he filed with the Board. However, the Tenant was still permitted to give oral evidence and make submissions at the hearing.

L1 Application – Non-Payment of Rent

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (the '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 \$500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$16.44. This amount is calculated as follows: \$500.00 x 12, divided by 365 days.
5. The Tenant has paid \$500.00 to the Landlord since the application was filed.

6. The rent arrears owing to May 31, 2026 are \$7,760.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 Application – Persistent Late Payment of Rent

9. The Landlord served the Tenant with a valid Notice to End your Tenancy at the End of Term with a termination date of March 31, 2026 (the 'N8 Notice').
10. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. According to the N8 Notice and the evidence provided at the hearing, the rent was paid late 12 times from December 2024 to January 2026. The Landlord relied on the ledger attached to the N8 Notice and testified that he has a designated staff person that processes the payments and enters them in the Tenant's ledger.
11. It was submitted that the pattern of late payment continued after the N8 Notice was served as the Tenant failed to pay the rent for the months of February, March and April 2026.
12. The Tenant denied owing rent to the Landlord or that his rent was paid late. It was the Tenant's position that there was an agreement between the Landlord's father, Leo, and the Tenant where the Tenant would provide work in exchange for the waiver of rent. In this regard, he claimed he cut trees for Leo in exchange for a place to live. The Tenant also suggested that he gave cash payments to different employees or agents of the Landlord that were not accounted for.
13. The Landlord was questioned about the agreement alleged by the Tenant and the Landlord denied that such an agreement existed. The Landlord acknowledged that it was quite possible that the Tenant may have done work for Leo on occasion and possibly the Landlord's brother but stated that that was between them and was independent of the agreement to rent the unit and did not affect the Tenant's requirement to pay the rent.
14. The Landlord testified that he was not aware of any payments that were not accounted for in the ledger.
15. I prefer the evidence of the Landlord as the Tenant did not provide any specifics with respect to the dates and amounts of the cash payments that he alleged were not accounted for and there was insufficient evidence to conclude that an agreement with the Landlord or Leo was reached wherein the Tenant would provide work or other services in lieu of paying rent.

Relief from Eviction

16. The Landlord sought termination of the tenancy pursuant to the L2 Application and an order for the rent arrears pursuant to the L1 Application. It was submitted that the Landlord had not received consistent rent payments in several months and relies on the rent to be

paid in full and on time in order to meet his financial obligations such mortgage payments, utilities and other expenses.

17. The Tenant was opposed to termination of the tenancy and did not have any plans to vacate in the near future. He stated that he would need at least 3 months to vacate if his tenancy were terminated as it is very difficult to find a place in the area and that he did not have any friends or family to stay with if his tenancy were terminated.
18. The Tenant did not request a payment plan or a pay on time order and did not express any intention to pay the rent owed as he believed he did not owe it. Moreover, he failed to comply with the interim order requiring him to pay the rent in full and on time. Accordingly, I do not find a conditional order to be appropriate in the circumstances.
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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act as it would be prejudicial to the Landlord. The Tenant has failed to pay the rent when it is due and payable for several months and I accept that the Landlord relies on the rent to be able to meet their financial obligations. That said, the Tenant's monthly rent is quite low, and I accept that there are limited housing options in the area. The Tenant also disclosed that he suffers from anxiety, experiences difficulty focusing, and has PTSD. In light of this, I accept that the Tenant may have challenges finding a new place to live in the standard 11 days requested by the Landlord. For these reasons, and given the Tenant doesn't have any friends or family to stay with, I find that it would not be unfair to postpone the eviction until July 31, 2026 pursuant to subsection 83(1)(b) of the Act.

Costs

20. The Landlord's Legal Representative requested costs on the basis that the Tenant's conduct during the hearing delayed the proceedings unnecessarily and that what should have been a 15 to 20 minute hearing took over an hour to complete. In this regard, she submitted that the Tenant:
 - failed to take necessary steps in the proceeding as he failed to file evidence as required by the Board and then failed to comply with the interim order;
 - showed a lack of respect for the hearing process and the Board;
 - failed to follow my directions during the hearing and upset the orderly conduct of the hearing; and
 - maligned her character and that of the Landlord's at the hearing.
21. I agree with the characterization of the Tenant's conduct. The Tenant was, among other things, combative during the hearing, did not want to answer my questions or follow directions and swore during the proceedings after being told not to. That said, I find it more likely than not that the Tenant's erratic conduct at the hearing was disability related and was exacerbated by the fact that he was self-represented and felt quite frustrated. Although he did not disclose any medical documentation, he did disclose halfway through the proceedings that he was experiencing anxiety and was having difficulty focusing and felt quite upset. After he disclosed this, he was given a 5 minute break to collect his

thoughts. When we returned from the break, the Tenant was given approximately 15 minutes of uninterrupted time during which he could testify and make submissions. After this the Tenant did become somewhat calmer and his behaviour became more manageable at the hearing. Accordingly, I do not find it appropriate in the circumstances to order costs.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before July 31, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application.
3. As of the date of the hearing, the Tenant owes the Landlord \$7,906.32. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$16.44 per day for the use of the unit starting May 29, 2026 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from Aug 1, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before July 31, 2026, then starting August 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 1, 2026.

June 29, 2026
Date Issued

Rachel Gibbons
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 of the Tenant expires on February 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 as the tenancy is terminated

Rent Owing to May 28, 2026	\$8,220.32
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	-\$500.00
Total amount owing to the Landlord	\$7,906.32
Plus daily compensation owing for each day of occupation starting May 29, 2026	\$16.44 (per day)