



Order under Section 69 Residential Tenancies Act, 2006

Citation: Nova Rental Management v Pierce, 2026 ONLTB 50627

Date: 2026-06-30

File Number: LTB-L-032284-26

In the matter of: 110 Redcliff Ave
Nepean ON K2J5J7

Between:	Nova Rental Management	Landlord
	and	
	Nathan Pierce	Tenant

Nova Rental Management (the 'Landlord') applied for an order to terminate the tenancy and evict Nathan Pierce (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 17, 2026.

The Landlord's Agent, Debbie MacEwen, 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 \$2,473.89. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$81.33. This amount is calculated as follows: \$2,473.89 x 12, divided by 365 days.
5. The Tenant has paid \$5,850.00 to the Landlord since the application was filed.
6. It was undisputed that the rent arrears owing to June 30, 2026 are \$8,357.97.
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 \$2,250.00 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 \$226.10 is owing to the Tenant for the period from April 1, 2022 to June 17, 2026.
10. The Landlord is seeking termination of the tenancy. The Landlord's Agent submits that that the Tenant has made multiple promises to make payments but does not follow through on those commitments.
11. The Tenant is seeking to preserve the tenancy. He testified that he has a roommate moving in with him who will be contributing \$1,000.00 each month towards the rent. He testified that he can pay \$1,000.00 in addition to the rent each month until the arrears are paid. He testified that he is also working with a Trustee to file a consumer proposal which, once filed, will stop the garnishment on his wages and provide him with more income in his pocket to pay his expenses.
12. I find that it would not be fair in the circumstances to impose a repayment plan as I am not satisfied that the Tenant has the means to abide by the proposed payment plan. I say this because his current monthly income, after wage garnishment, is \$2,500.00 per month, which is barely enough to cover the rent, let alone his other monthly expenses. While he states that a consumer proposal has been filed, the Tenant did not provide any details as to when the garnishment is expected to stop, what payments, if any, he will be required to make under the consumer proposal and for what duration. Although the roommate's contribution is sufficient to make the payments towards the arrears, I am not satisfied that the Tenant's income is sufficient to make the rent payments in full each month. For these reasons, I am not satisfied that this tenancy is viable.
13. 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 31, 2026 pursuant to subsection 83(1)(b) of the Act. The Tenant requested that eviction be postponed 30 days to give him to save a last month rent deposit and find new living accommodations. The Tenant has 50% custody of his two children. I find the Tenant's request to be reasonable in the circumstances. I find it would be fair to postpone eviction until July 31, 2026.

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:**
 - \$8,545.02 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$11,018.91 if the payment is made on or before July 31, 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 31, 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 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,976.59. 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 Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$81.33 per day for the use of the unit starting June 18, 2026 until the date the Tenant moves out of the unit.
7. 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 August 1, 2026 at 4.00% annually on the balance outstanding.
8. 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.
9. 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 30, 2026
Date Issued

Candace Aboussafy
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 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	\$14,207.97
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,850.00
Total the Tenant must pay to continue the tenancy	\$8,543.97

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	\$16,681.86
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,850.00
Total the Tenant must pay to continue the tenancy	\$11,018.91

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

Rent Owing to Hearing Date	\$13,116.69
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,850.00
Less the amount of the last month's rent deposit	- \$2,250.00
Less the amount of the interest on the last month's rent deposit	- \$226.10
Total amount owing to the Landlord	\$4,976.59
Plus daily compensation owing for each day of occupation starting June 18, 2026	\$81.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	