



Order under Section 69 Residential Tenancies Act, 2006

Citation: 12528061 Canada Inc. v Woodward, 2026 ONLTB 51147

Date: 2026-06-29

File Number: LTB-L-047591-25

In the matter of: 3, 56 LANSDOWNE ST
KINGSTON ON K7K4E3

Between: 12528061 Canada Inc.

Landlord

And

Thomas Woodward

Tenant

12528061 Canada Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Thomas Woodward (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent.

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 March 4, 2026.

The Landlord's Legal Representative Lorrie McCullough, the Tenant and the Tenant's Legal Representative William Florence attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy shall continue on a condition basis.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On June 9, 2025, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains the following allegations:
 - a) The Tenant has persistently paid their rent late, having paid late 38 months between December 2021, and June 2025.

4. The Tenant acknowledged that the rent had been paid late and is requesting that the Board order a 12-month reprieve with respect to paying the rent on time, due to the Tenant's health issues.
5. The Tenant testified that he has been in the unit since at least 2017 and that his rent is currently paid by ODSP. The Tenant had intestinal cancer and had some of his intestines removed. The Tenant travels by train three days a week to Toronto to get treatment for his cancer, as well as being able to work with his autism worker.
6. The Tenant testified that his health team is in Toronto and that his expenses are reimbursed by ODSP once he pays for his train tickets, as well as other required medical supplies. The Tenant testified that over the past year he has met with his oncologist, his cardiologist for a heart attack he had in December, a neurologist, the stroke team and his autism support worker.
7. The Tenant goes to Toronto three times a week by train. ODSP will not pay Via Rail directly, so the Tenant has to pay up front and wait for reimbursement. Further, the Tenant is also required to order medical supplies off of Amazon and is unable to have ODSP set up direct payments for same and as such, the Tenant will pay for his own supplies up front and waits to be reimbursed by ODSP. This is the reason the Tenant's rent has been paid late.

Daily Compensation, Costs & Last Month's Rent Deposit

8. The Tenant was required to pay the Landlord \$5,886.70 in daily compensation for use and occupation of the rental unit for the period from September 1, 2025, to March 4, 2026.
9. Based on the monthly rent, the daily compensation is \$31.82. This amount is calculated as follows: $\$967.79 \times 12$, divided by 365 days.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.

Section 83 Considerations

12. The Landlord's Legal Representative is requesting a condition order directing the Tenant to pay on time for a period of one year. The Tenant's Legal Representative, meanwhile, is requesting that the Board provide a one-year reprieve to the Tenant to allow him to pay rent late, based on his medical circumstances and the fact that ODSP will not pay rent one month in advance to avoid this issue.
13. The Landlord's Legal Representative submitted that the Board does not have jurisdiction to vary a tenancy agreement.
14. Section 204(1) of the *Residential Tenancies Act, 2006* (the 'Act') states:

204(1) The Board may include in an order whatever conditions it considers fair in the circumstances.

15. As such, I find that the Board does have jurisdiction to alter the rental payment schedule with respect to this application, having considered the Tenant's circumstances pursuant to s. 83(2) of the Act, as well as s. 204 of the Act and I find that it would be reasonable to alter the rental payment schedule on a temporary basis in order to rectify this issue.
16. That said, based on the Tenant's medical history I find it difficult to believe that the Tenant would not be a candidate for local assistance through a local charity or other like group. A 12-month reprieve in my view is overly prejudicial to the Landlord where the issue is simply ensuring that the Tenant has the appropriate rent amount ready to be paid by the first of each month.
17. As such, the Tenant will be permitted to pay rent late for a period of four months (July, August, September and October 2026) until the Tenant is able to find a way to ensure that his lawful month rent is paid on time. In my view, this is more than sufficient time to permit the Tenant to rectify this situation once and for all.
18. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant is permitted to pay the lawful, monthly rent late for the months of July, August, September and October 2026. The Tenant will have to pay the rent in full and on time from November 1, 2026, to June 30, 2027.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall pay to the Landlord \$5,886.70, which represents compensation for the use of the unit from September 1, 2025, to March 4, 2026, less any rent paid by the Tenant during that period.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$6,072.70, less any rent paid.
7. If the Tenant does not pay the Landlord the full amount owing on or before July 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 11, 2026, at 4.00% annually on the balance outstanding.

June 29, 2026
Date Issued

Jagger Benham
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.