



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

File Number: LTB-L-082422-25

In the matter of: Unit #1 (Main Floor), 665 QUEEN ST
PORT PERRY ON L9L1K6

Between: Raymond Paton Landlord

And

Kassandra Demone Tenant

And

James Hillier Interested Party

Raymond Paton (the 'Landlord') applied for an order to terminate the tenancy and evict Kassandra Demone (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 11, 2025.

The Landlord's Legal Representative, Howard Tavroges, and the Interested Party James Hillier ('J.H') attended the hearing.

As of 1:33pm, the Tenant, Kassandra Demone, was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Application Amendment – The Named Respondents

1. At the start of the hearing, the Landlord sought the consent of the Board to amend their application in order to remove J.H as a named respondent, as they were no longer in possession of the rental unit at the time that the application was filed.
2. J.H testified that they moved out of the rental unit during the month of April 2021 and that they have had no connections to the rental unit since then.

3. Subsections 87(1) and 87(1.1) of the *Residential Tenancies Act, 2006* (hereafter referred to as the 'Act') read as follows:

87 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay arrears of rent if,

(a) the tenant or former tenant did not pay rent lawfully required under the tenancy agreement; and

[...]

87 (1.1) An application under subsection (1) may be made,

(a) while the tenant is **in possession** of the rental unit; or

(b) no later than one year after the tenant or former tenant **ceased to be in possession of the rental unit**. [Emphasis Added]

4. The Landlord filed the application on October 1, 2025.
5. On the basis of the evidence and submissions before me, I find that J.H was not in possession¹ of the rental unit at the time that the application was filed, and more than one year had elapsed since they ceased being in possession of the rental unit. Therefore, I find that the Board does not have the jurisdiction to order J.H to pay arrears of rent claimed by the Landlord through their application.
6. Thus, pursuant to subsection 200(1) of the Act and Rule 15 of the Board's *Rules of Procedure*, I granted the amendment request in order to reflect Kassandra Demone as being the sole Tenant and named respondent to these proceedings. James Hillier will therefore be referred to as an Interested Party.
7. The style of cause has been amended accordingly.

Arrears of Rent

8. 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.
9. As of the hearing date, the Tenant was still in possession of the rental unit.
10. The lawful rent is \$2,600.00. It is due on the first (1st) day of each month.
11. Based on the monthly rent, the daily rent/compensation is \$85.48. This amount is calculated as follows: \$2,600.00 x 12, divided by 365 days.
12. The Tenant has paid \$2,564.00 to the Landlord since the application was filed.
13. The rent arrears owing to December 31, 2025, are \$14,836.00.

¹ *Highfields Farm Corp. v. Francis*, 2024 ONSC 6732.

14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$2,600.00 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.
16. Interest on the rent deposit, in the amount of \$233.50 is owing to the Tenant for the period from November 1, 2021, to December 11, 2025.

Relief From Eviction

17. The Landlord sought the termination of the tenancy due to the amount of the rent arrears. The Landlord has attempted to negotiate with the Tenant an agreement including terms of payment for the Tenant's arrears, but the Tenant was not responsive to the Landlord's overtures.
18. The Tenant was not present to submit their circumstances for the Board to consider delaying or denying the eviction, and the Landlord was unaware of any factors to consider with respect to relief from eviction.
19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, along with the Tenant's payment history since the filing of the application, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
20. Indeed, the Tenant has only submitted limited payments to the Landlord since the filing of the application, and the arrears of rent have only continued to increase.
21. The Landlord should no longer have to bear the burden of the Tenant's failure to pay the monthly rent. I have therefore terminated the tenancy in accordance with the terms set out below.

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:**
 - \$17,622.00 if the payment is made on or before January 16, 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 January 16, 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 January 16, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,528.78. 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 \$85.48 per day for the use of the unit starting December 12, 2025, 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 January 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 17, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 16, 2026, then starting January 17, 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 January 17, 2026.

January 5, 2026
Date Issued

Alexandre Traboulsi
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 July 17, 2026, 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 January 16, 2026

Rent Owing To January 31, 2026	\$20,000.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,564.00
Total the Tenant must pay to continue the tenancy	\$17,622.00

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

Rent Owing To Hearing Date	\$15,740.28
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,564.00
Less the amount of the last month's rent deposit	- \$2,600.00
Less the amount of the interest on the last month's rent deposit	- \$233.50
Total amount owing to the Landlord	\$10,528.78
Plus daily compensation owing for each day of occupation starting December 12, 2025	\$85.48 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	