



Order under Section 69 Residential Tenancies Act, 2006

Citation: Maude v Prince, 2026 ONLTB 349

Date: 2026-01-16

File Number: LTB-L-076000-25

In the matter of: 85 PROVINCE ST S
HAMILTON ON L8K2K9

Between: Richard Maude Landlord
Marilyn M Maude

And

Yvette Prince Tenants
Bradley Maude

Richard Maude and Marilyn M Maude (the 'Landlord') applied for an order to terminate the tenancy and evict Yvette Prince and Bradley Maude (the 'Tenants') because the Tenants did not pay the rent that the Tenants' owe.

This application was heard by videoconference on November 18, 2025.

The Landlords, the Landlords' Representative, Lisa Barder, and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$900.00. It is due on the day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$29.59. This amount is calculated as follows: \$900.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. During the hearing, the Tenant, Bradley Maude, said they have made several payments to the Landlord, his father, via email money transfer and some cash payments that were not

reflected in the application or the update. The Landlords disputed the Tenants' oral testimony. The Tenants failed to provide any bank records confirming transactions and/or withdrawals from their accounts. As a result, there was insufficient evidence before me to conclude that any specific payments were made.

7. The rent arrears owing to November 30, 2025 are \$22,552.40.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

Relief from Eviction

10. The Tenants requested a 45-month payment plan to preserve their tenancy, where they have lived for 9 years. They said their only source of income is from the Ontario Disability Support Program ('ODSP') and the Canada Child Tax Benefit ('CCTB') in the amount of \$4,000.00 each month. They have 4 children, ages 11 years to 3 months old. They requested a delay of eviction for 6 months or longer, to find alternative housing due to their limited budget.
11. The Landlord's legal representative opposed any further relief and requested a standard order to terminate the tenancy due to the high arrears owing. They submitted that the Tenants have failed to make any good faith payments since the application was filed and any further relief would be prejudicial to the Landlord. The Landlords testified that they are retired, and they use the income from the rental unit to supplement their retirement income.
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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The length of the payment plan is unreasonable and would be prejudicial to the Landlords. Due to the issuance date of this order and the inevitable delay with respect to enforcement of this order through the Sheriff's office, the Tenants have essentially been given some relief sought. The Tenants have had since August 20, 2025 to find alternative housing, and will have until January 27, 2026, which is 5 months. No additional time shall be given.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$24,538.40 if the payment is made on or before January 27, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent

that became due after January 27, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.

4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before January 27, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$22,371.02. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$29.59 per day for the use of the unit starting November 19, 2025 until the date the Tenants move out of the unit.
7. If the Tenants does not pay the Landlord the full amount owing on or before January 27, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 28, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 27, 2026, then starting January 28, 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 28, 2026.

January 16, 2026
Date Issued

Colette Myers
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 28, 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 27, 2026

Rent Owing To January 31, 2026	\$24,352.40
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$24,538.40

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

Rent Owing To Hearing Date	\$22,185.02
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$22,371.02
Plus daily compensation owing for each day of occupation starting November 19, 2025	\$29.59 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	