



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-088266-25

In the matter of: 39, 1741 MOODIE ST E
THUNDER BAY ON P7E4Z1

Between: Moodie Apartments Inc. Landlord

And

Darren Kwandibens Tenants
Shayna Kwandibens

Moodie Apartments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Darren Kwandibens and Shayna Kwandibens (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 16, 2025.

Only the Landlord's representative, Natasha Mizzi, attended the hearing.

As of 2:10 p.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Board. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 was still in possession of the rental unit.
3. The lawful rent is \$1,418.34. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$46.63. This amount is calculated as follows: $\$1,418.34 \times 12$, divided by 365 days.
5. The Tenants have paid \$2,495.00 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$1,212.03.

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.

Relief from Eviction

9. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenants to pay off all outstanding amounts and void the order.
10. The Landlord has attempted to negotiate a payment plan with the Tenants, but the Tenants have not responded. The Landlord was not aware of any reason to delay or deny eviction.
11. As the Tenants did not attend, no other circumstances were presented to me.
12. I did not have any evidence on which I could consider ordering a payment plan nor in the circumstances was I satisfied it was fair to extend the date for eviction without indication from the Tenants that they still wish to preserve the tenancy.
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 be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the Board in trust:**
 - \$2,816.37 if the payment is made on or before January 18, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the Board to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after January 18, 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 does not pay the amount required to void this order the Tenants must move out of the rental unit on or before January 18, 2026.**
5. If the Tenants does not void the order, the Tenants shall pay to the Landlord \$725.77. 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 \$46.63 per day for the use of the unit starting December 17, 2025 until the date the Tenants moves out of the unit.

7. If the Tenants does not pay the Landlord the full amount owing on or before January 18, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 19, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 18, 2026, then starting January 19, 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 19, 2026.

January 7, 2026
Date Issued

Adeela Alvez
Member, Landlord and Tenants 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 19, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 18, 2026

Rent Owing To January 31, 2026	\$5,125.37
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,495.00
Total the Tenants must pay to continue the tenancy	\$2,816.37

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

Rent Owing To Hearing Date	\$3,034.77
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,495.00
Total amount owing to the Landlord	\$725.77
Plus daily compensation owing for each day of occupation starting December 17, 2025	\$46.63 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	