



Order under Section 87 Residential Tenancies Act, 2006

File Number: LTB-L-022597-25

In the matter of: G, 190 CHARLOTTE ST
PETERBOROUGH ON K9J2T8

Between: AON Inc. Landlord

And

Kurtis Daynes Former Tenant

AON Inc. (the 'Landlord') applied for an order requiring Kurtis Daynes (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes. (the L10 application)

This L10 application was heard by videoconference on October 28, 2025.

Only the Landlord's Agent, Ron Krieger, attended the hearing.

As of 9:29 am, the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence. I confirm that no one for the Former Tenant appeared in the videoconference hearing room for the duration of the full-day hearing block.

Determinations:

1. On behalf of the Landlord, the Landlord's Agent testified that he was in contact with the Former Tenant about the rent owing up to December 31, 2024, when the Former Tenant vacated the rental unit.
2. The Landlord's Agent testified that he and the Former Tenant were able to reach a private agreement respecting the amount of rent the Former Tenant owes the Landlord. He affirmed that he and the Former Tenant arrived willingly and mutually to an agreement concerning the rent arrears.
3. The Landlord's Agent adduced exhibit LL#1, which is a copy of the signed agreement by the Former Tenant, dated October 24, 2025. In LL#1, the Former Tenant confirms he currently owes the Landlord a total of \$2,648.73 to December 31, 2024, which amount is net of the last month's rent deposit and interest thereupon. The Landlord's Agent confirmed the Landlord is not seeking the L10 application filing fee of \$186.00.

4. Further, LL#1 sets out a payment plan by the Former Tenant to pay the \$2,648.73 to the Landlord. Specifically, starting on November 20, 2025 and continuing on the 20th day of each subsequent month, the Former Tenant agrees to pay \$150.00 to the Landlord, until the full amount has been paid. The Former Tenant also states his understanding and agreement that if he misses any one of the payments, then the full balance owing at the time of missed payment will become immediately due in full
5. Based on the Landlord's Agent's testimony and submissions, and based on the Former Tenant's agreement in LL#1, I find that after the last month's rent deposit and interest have been accounted for, that \$2,648.73 are owing in rent up to December 31, 2024, when the tenancy ended.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$2,648.73. This amount includes rent arrears owing up to December 31, 2024, and includes credit amounts in respect of a last month rent deposit and interest thereupon.
2. The Former Tenant shall make the following payments to the Landlord in respect of the \$2,648.73 owing under paragraph 1 of this order:
 - **\$150.00 (arrears)** on or before **November 20, 2025** and every month thereafter on/before the **20th** day of each corresponding month for a total of 17 months, up to and including **March 20, 2027**; and
 - **\$98.73 (balance of arrears)** on or before **April 20, 2027**.
3. If the Former Tenant fails to make any one of the payments set out in paragraph 2 of this order, in full and on time, the full balance owing at the time of failed payment becomes due and payable immediately and the Former Tenant will start to owe interest. This will be simple interest calculated from the date of the missed payment at 4.00% annually on the balance outstanding.

January 8, 2026

Date Issued

Alex Brkic

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.