



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

**File Number:** LTB-L-080707-25

**In the matter of:** 116, 1055 BLOOR ST  
MISSISSAUGA ON L4Y2N5

**Between:** CAPREIT LIMITED PARTNERSHIP Landlord

**And**

JOHN JEFFERY Tenant

CAPREIT LIMITED PARTNERSHIP (the 'Landlord') applied for an order to terminate the tenancy and evict JOHN JEFFERY (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 9, 2025. The Landlord's legal representative Jason Paine attended the hearing.

As of 1:34 pm, the Tenant 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. At 1:43 pm, the Tenant came into the hearing room with the Moderator and the Moderator advised that the Tenant did not get moved out the break out room and into the hearing by the Moderator. I advised the Tenant that the matter had been heard and that the Landlord's legal representative advised that the parties agreed that the Tenant would pay the full balance of the arrears by December 31, 2025. The Tenant states this is what the parties agreed to.

**Determinations:**

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,847.22. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.73. This amount is calculated as follows: \$1,847.22 x 12, divided by 365 days.
5. The Tenant has paid \$5,050.00 to the Landlord since the application was filed.

6. The rent arrears owing to December 31, 2025 are \$1,901.09.
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.
9. The Landlord states that emails were sent to the Tenant on August 15, 2025, September 15, 2025, and October 16, 2025 inviting the Tenant to contact the Landlord to discuss a repayment of the arrears. The Landlord states that it sent out the evidence package that the Landlord intends to rely on for the hearing to the Tenant on December 2, 2025. The Landlord states that the Tenant contacted the Landlord on December 3, 2025 and the parties reached an agreement that the Tenant would pay the Landlord the balance of the arrears by December 31, 2025.
10. As the Tenant was not present at the time the matter was called, an order on consent could not issue and the Landlord requests postponing the termination date of the tenancy to December 31, 2025 to allow the Tenant to pay the arrears.
11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'). I accept the Landlord attempted to negotiate a repayment of the arrears with the Tenant. The Tenant was unfortunately in another room in the electronic hearing when the matter was called. The Tenant did confirm when he joined the hearing room at 1:43 pm that he did agree to pay the balance of the arrears by December 31, 2025 as stated by the Landlord. Based on this information and the issuance date of this order, I find that it would not be unfair to postpone the eviction until January 31, 2026 pursuant to subsection 83(1)(b) of the Act.

**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:**
  - \$3,934.31 if the payment is made on or before January 31, 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 31, 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 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$786.44. 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 Tenant shall also pay the Landlord compensation of \$60.73 per day for the use of the unit starting December 10, 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 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 31, 2026, then starting February 1, 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 February 1, 2026.

**January 8, 2026**  
**Date Issued**

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Kimberly Parish  
Vice Chair, 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 August 1, 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 31, 2026**

|                                                                                        |                   |
|----------------------------------------------------------------------------------------|-------------------|
| Rent Owing To January 31, 2026                                                         | \$8,798.31        |
| Application Filing Fee                                                                 | \$186.00          |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$5,050.00      |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$3,934.31</b> |

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

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$5,650.44           |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed                              | - \$5,050.00         |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$786.44</b>      |
| Plus daily compensation owing for each day of occupation starting December 10, 2025                                 | \$60.73<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |