



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

File Number: LTB-L-078864-25

In the matter of: 303, 591 OXFORD ST
OSHAWA ON L1J3V5

Between: 591 Oxford Inc. Landlord

And

Jason Kellar Tenant

591 Oxford Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jason Kellar (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, Elizaveta Povargo, the Landlord's Agent, Jason Abraham and the Tenant, Jason Kellar attended the hearing.

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 \$1,132.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$37.22. This amount is calculated as follows: \$1,132.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$5,660.00.
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's Legal Representative stated that the Landlord is requesting a standard order terminating the tenancy. The arrears have negatively impacted the Landlord's ability to maintain the building, and the arrears are continuing to accrue.
10. The Tenant does not dispute the amount that the Landlord is claiming, however states that he is not responsible for the arrears. He is a superintendent of the building, and per his contract the rent is part of his pay. When the new Landlord took possession of the building, they forced him to sign a new contract that he has to pay rent. He testified that he did not have the opportunity to obtain legal advice prior to signing this contract. The Tenant testified that he signed the original contract approximately 11 years ago and although he has a copy of it, it was not uploaded to the Board or provided to the Landlord. If the Board grants the Landlords application, he is requesting a delay in terminating his tenancy of 30 days. He lives alone and does not have an income at the moment due to being recently laid off. The Tenant testified that he lives alone, and it would be difficult for him to find another rental unit and to find somewhere to store all of his belongings.
11. The Landlord states that the Tenant is an independent contractor of the Landlord and is responsible to pay the rent. He is not an employee of the Landlord, and therefore is responsible for paying his rent. A copy of the contractor agreement and the lease agreement was submitted as evidence to the Board.

Analysis

12. After hearing the submissions of the parties, and on a balance of probabilities, I do not find that the Tenant does not have to pay his rent due to being employed by the Landlord. Although I heard the Tenant's submissions regarding the contract he signed, however I prefer the evidence of the Landlord, that the Tenant is responsible for the rent as per the lease agreement that was signed. The Tenant did not offer sufficient evidence to contradict that of the Landlords.

Relief from Eviction

13. The Landlord is requesting that the tenancy be terminated, and the Tenant is requesting that their tenancy be preserved.
14. 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 not be unfair to grant the Tenant's request of a delay in terminating the tenancy for 30 days and postpone the eviction until February 6, 2026 pursuant to subsection 83(1)(b) of the Act as a result of the circumstances that the Tenant disclosed. I am satisfied that the tenancy is no longer viable and continuing it any further would be prejudicial to the Landlord. This brief delay will provide the Tenant time to find another rental unit, or to repay the arrears to the Landlord.

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:

- \$6,978.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$8,110.00 if the payment is made on or before February 6, 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 February 6, 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 February 6, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,048.98. 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 \$37.22 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 February 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 7, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 6, 2026, then starting February 7, 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 7, 2026.

January 6, 2026
Date Issued

Nathalia Debski
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 August 7, 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	\$6,792.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,978.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 6, 2026

Rent Owing To February 28, 2026	\$7,924.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,110.00

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

Rent Owing To Hearing Date	\$4,862.98
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$5,048.98
Plus daily compensation owing for each day of occupation starting December 10, 2025	\$37.22 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	