



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

File Number: LTB-L-081623-25

In the matter of: 5, 360 Grey St
Brantford ON N3S4X4

Between: William Austin Landlord

And

James Seguin Tenants
Ashley Miller

William Austin (the 'Landlord') applied for an order to terminate the tenancy and evict James Seguin and Ashley Miller (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 22, 2025.

The Landlord 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 \$1,041.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$34.22. This amount is calculated as follows: \$1,041.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$9,262.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$1,041.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$16.83 is owing to the Tenants for the period from May 1, 2025 to December 22, 2025.
10. 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 postpone the eviction until March 31, 2026 pursuant to subsection 83(1)(b) of the Act.
11. The Tenant, James Seguin ('JS') testified that the Tenants currently reside in the rental unit with their three children, ages 5 years old, 8 years old, and 16 years old.
12. JS testified that he has applied for financial assistance in paying the rental arrears.
13. JS also testified that the Tenants will be obtaining an additional \$400.00 per month in child tax benefits starting January 2026.
14. The Tenant, Ashley Miller ('AM') testified that she is currently working part-time, earning approximately \$1,000.00 per month. AM also testified that she earns approximately \$1,500.00 per month in child tax benefits currently.
15. While the Tenants proposed a payment plan, the Tenants have currently not been able to pay anything towards the rent or the rent arrears and I was not satisfied that an additional \$400.00 per month in child tax benefits will allow the Tenants to pay the rent and the arrears going forward.
16. While JS testified he has reached out for financial assistance in paying off the arrears, there was no guarantee that the Tenants will be receiving any financial assistance in paying the arrears. I was not satisfied that the Tenants will be able to pay the rent and arrears as they propose. As a result, I find that it would be unfair to grant conditional relief from eviction in the form of a payment plan.
17. With regards to whether to postpone eviction, the Landlord stated he would be willing to give the Tenants until March 31, 2026 to vacate the rental unit. I find that this is a more than fair postponement of eviction and gives the Tenants ample time to either pay the arrears in full or to move out of the rental unit. Based on the Landlord's submission, I find that it would not be unfair to postpone eviction to March 31, 2026.

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:**
 - \$10,489.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$11,530.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$12,571.00 if the payment is made on or before March 31, 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 March 31, 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 March 31, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$8,102.01. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlord compensation of \$34.22 per day for the use of the unit starting December 23, 2025 until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before March 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.

January 6, 2026

Date Issued

Christopher Lin

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 October 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 Tenants 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	\$10,303.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$10,489.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$11,344.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$11,530.00

C. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$12,385.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$12,571.00

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

Rent Owing To Hearing Date	\$8,973.84
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,041.00
Less the amount of the interest on the last month's rent deposit	- \$16.83
Total amount owing to the Landlord	\$8,102.01
Plus daily compensation owing for each day of occupation starting December 23, 2025	\$34.22 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	