



Order under Section 69 Residential Tenancies Act, 2006

Citation: Elixir Homes Ltd v Hoover, 2026 ONLTB 3774

Date: 2026-01-14

File Number: LTB-L-085735-25

In the matter of: full house, 96 MOHAWK RD E
HAMILTON ON L9A2G9

Between: Elixir Homes Ltd Landlord

And

Sarah Hoover Tenant

Elixir Homes Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Sarah Hoover (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 5, 2026.

The Landlord's legal representative, Anthony Corso, the Landlord's agent, Sanand Nabut, and the Tenant attended the hearing.

Determinations:

Preliminary Issue – Last Month's Rent Deposit

1. The Landlord's application claims that there is no last month rent deposit. The Tenant disputes this and states that she paid a last month rent deposit.
2. The Landlord's agent testified that prior to the present lease agreement, the Tenant and two other individuals shared a joint tenancy. The Landlord's agent stated that two of the tenants on the lease agreement wanted to vacate and that all parties agreed to end the lease. The Tenant then signed a new lease agreement as a sole Tenant. The Landlord's agent claims that the last month's rent deposit that was paid for the original joint tenancy was applied to the last month of that tenancy and did not carry over to the new sole lease agreement with the Tenant.
3. The Landlord provided a copy of the Tenant's new lease agreement. Clause 8 of that Standard Lease Agreement indicates that a rent deposit was not required.

4. The Tenant testified that the last month rent on her previous lease agreement was not applied and that her understanding was that it was to be carried over which is why the lease agreement states no deposit was required.
5. On this issue I prefer the testimony and the evidence of the Landlord, and I find that the Landlord is not holding a rent deposit. I say this for the following reasons.
6. Section 106(10) of the *Residential Tenancies Act*, 2006 (the 'Act') requires a landlord to "apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy terminates". Therefore, when the joint tenancy ended, the Landlord was required to apply the last month rent to the last rent period.
7. Additionally, it was undisputed that the prior tenancy agreement was a joint tenancy meaning that the Tenant and the two other individuals on the prior lease agreement were jointly and severally liable. The Tenant provided no supporting evidence that the other two individuals on that original lease agreement provided her with permission to transfer the last month rent deposit jointly paid to the Tenant's new lease agreement.

L1 Application

8. 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.
9. As of the hearing date, the Tenant was still in possession of the rental unit.
10. The lawful rent is \$3,000.00. It is due on the 1st day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
12. The Tenant has not made any payments since the application was filed.
13. The rent arrears owing to January 31, 2026 are \$15,000.00.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. There is no last month's rent deposit.
16. The Tenant does not dispute the amount of rent arrears. The Tenant stated her total monthly income is approximately \$1,200.00 per month from the child tax benefit and disability payments. The Tenant's income does not support payment of the lawful monthly rent.
17. The Tenant testified that she has two children aged 15 and 18 years. The Tenant's 15-year-old child has special needs. The Tenant stated that she has family she can stay with but those arrangements cannot be put in place until January 31, 2026.

18. The Landlord's agent advised the Landlord is agreeable with providing the Tenant with a delay of eviction until January 31, 2026.
19. 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 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:**
 - \$15,186.00 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 \$12,679.15. 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 \$98.63 per day for the use of the unit starting January 6, 2026, 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 14, 2026
Date Issued

Melissa Anjema
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 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	\$15,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,186.00

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

Rent Owing To Hearing Date	\$12,493.15
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$12,679.15
Plus daily compensation owing for each day of occupation starting January 6, 2026	\$98.63 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	