



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-095482-25

In the matter of: BASEMENT, 130 TURNBERRY CRES
COURTICE ON L1E1B2

Between: IVY MAITLAND Landlord

And

Justin Watson Tenant

IVY MAITLAND (the 'Landlord') applied for an order to terminate the tenancy and evict Justin Watson (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on January 7, 2026.

Only the Landlord, the Landlord's Support, Judy Jaeger and the Landlord's Legal Representative, Heather Butt attended the hearing.

As of 1:55 p.m., 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.

Determinations:

L1 Application – Non-Payment of Rent

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 \$1,000.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$32.88. This amount is calculated as follows: \$1,000.00 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 January 31, 2026 are \$9,400.00.
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.

L2 Application – Persistent Late Payment of Rent

9. The Landlord submits that the Tenant has paid the rent persistently late 12 out of 12 months between November 1, 2024 and October 1, 2025 as per the following schedule:

Date Rent Due	Date Paid
November 1, 2024	February 19, 2025
December 1, 2024	March 5, 2025
January 1, 2025	April 8, 2025
February 1, 2025	May 14, 2025
March 1, 2025	July 14, 2025

10. The Landlord also submits that the rent for April 2025 is partially outstanding and there have been no payments towards the rent for the months of May 1, 2025 through to the date of the hearing.
11. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 5 out of 5 times between November 1, 2024 and March 1, 2025. The Tenant has failed to pay the rent in full for the period of April 1, 2025 to October 1, 2025.
12. Based on the evidence before me, I find that the Tenant has paid the rent persistently late.

Relief from Eviction

13. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 30, 2026.

2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application.
3. As of the date of the hearing, the Tenant owes the Landlord \$8,816.16. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$32.88 per day for the use of the unit starting January 8, 2026 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before January 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 31, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before January 30, 2026, then starting January 31, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 January 31, 2026.

January 19, 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 of the Tenant expires on July 31, 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 as the tenancy is terminated

Rent Owing To January 7, 2026	\$8,630.16
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$8,816.16
Plus daily compensation owing for each day of occupation starting January 8, 2026	\$32.88 (per day)