



AMENDED
Order under Section 69
Residential Tenancies Act, 2006
And section 21.1 of Statutory Powers Procedure Act

File Number: LTB-L-064966-25-AM

In the matter of: 4, 221 6TH STREET
MATTAWA ON P0H1V0

Between: LAURIER GUILBEAULT Landlord

And

KEISHA MICHAUD Tenant

The order contained a clerical order, this amended order was issued to correct the order dated December 3, 2025. The amendments have been bolded and underlined for ease of reference.

LAURIER GUILBEAULT (the 'Landlord') applied for an order to terminate the tenancy and evict KEISHA MICHAUD (the 'Tenant') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year (L2 Application)

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

LAURIER GUILBEAULT (the 'Landlord') applied for an order requiring KEISHA MICHAUD (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on November 19, 2025.

Only the Landlord's Legal Representative Katrina Eisenhour and the Landlord Laurier Guilbeault attended the hearing.

As of 9:23 a.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:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenant is being terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed and as of the hearing date.

Rent arrears

3. The lawful rent is \$1,025.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$33.70. This amount is calculated as follows: \$1,025.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing are **\$6,150.00** up to November 30, 2025.
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 \$2,000.00 from the Tenant and this deposit is still being held by the Landlord.
9. Interest on the rent deposit, in the amount of \$190.00 is owing to the Tenant for the period from February 1, 2022 to November 19, 2025.

Landlord's Own Use

10. On May 20, 2025, the Landlord gave the Tenant an N12 notice of termination deemed served on May 20, 2025, with the termination date of July 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation for their own personal use for at least one year.
11. The Landlord has compensated the Tenant an amount equal to one month's rent by July 31, 2025.
12. The Landlord testified that he is currently living with his sister, but that arrangement is no longer an option. He also provided a sworn declaration from his sister outlining that the living arrangements are no longer an option. The Landlord further testified that he would like to move into the unit as soon as possible and plans to be there indefinitely.
13. Based on the uncontested evidence, I find that the Landlord genuinely intends to live in the rental unit for an indefinite period of time. Therefore, the Landlord in good faith requires possession of the rental unit for the purpose of their own residential occupation for a period of at least one year.
14. The Landlord was not aware of any relief that the Tenant required, and the Tenant did not attend to provide any submissions.

15. 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. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before December 14, 2025.
2. If the unit is not vacated on or before December 14, 2025, then starting December 15, 2025, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 December 15, 2025.
4. The Tenant shall pay the Landlord **\$3,761.30** which is the total of the rent arrears up to November 19, 2025 and the filing fee of \$186.00. The rent deposit and the interest owing on the rent deposit have been deducted from the amount owing by the Tenant
5. The Tenant shall also pay the Landlord compensation of \$33.70 per day for the use of the unit starting November 20, 2025 until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before December 14, 2025, the Tenant will start to owe interest. This will be simple interest calculated from December 15, 2025 at 4.00% annually on the balance outstanding.

December 3, 2025

Date Issued

Samantha Greaves

Member, Landlord and Tenant Board

January 14, 2026

Date Amended

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 June 15, 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.