



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

File Number: LTB-L-092459-25

In the matter of: 368 HESTER ST
THUNDER BAY ON P7B2L2

Between: Sean Spenrath Landlords
Samantha Spenrath

And

Breanne Jahn Tenants
Nathan Catlin

Sean Spenrath and Samantha Spenrath (the 'Landlords') applied for an order to terminate the tenancy and evict Breanne Jahn and Nathan Catlin (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 8, 2026. Landlord Sena Spenrath, the Landlords' legal representative, Stefanie Bernier, and the Tenants attended the hearing. The Tenants met with Duty Counsel prior to the commencement of the hearing.

Request to Adjourn:

1. The Tenants requested an adjournment because they have a medical appointment with their newborn's physician and to allow them time to retain legal representation.
2. The Tenants submitted that their baby was born on December 22, 2025, and because of this, they were only able to seek legal advice two days prior to the hearing. They submit that they have not had enough time to gather and admit documentation. The request was denied for the following reasons.
3. Parties are expected to make any necessary arrangement to proceed with a hearing on the date set out in the Notice of Hearing. The Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) was served to the Tenants on October 2, 2025, and the Notice of Hearing was served on December 2, 2025. In my view, the Tenants have received sufficient notice of the hearing and have been provided with an adequate opportunity to prepare their evidence and submissions, summons witnesses and obtain counsel ahead of the hearing date. I am not satisfied that there are exceptional circumstances in this case to warrant an adjournment.

4. During the hearing the Tenants requested that Duty Counsel be called into the hearing room to provide them with assistance. I reminded the Tenants that there was no indication that Duty Counsel was prepared to represent or assist them and that they were afforded the opportunity to meet with Duty Counsel prior to the hearing.

Determinations:

1. The Landlords 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 \$1,600.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$52.60. This amount is calculated as follows: \$1,600.00 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 January 31, 2026 are \$8,000.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$1,600.00 from the Tenants and this deposit is still being held by the Landlords. 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 \$26.79 is owing to the Tenants for the period from March 24, 2025 to January 8, 2026.
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 February 11, 2026 pursuant to subsection 83(1)(b) of the Act.
11. Tenant Breanne Jahn ('BJ') testified that they have been without income since September 2025 when she went on disability as a result of her pregnancy. Nathan is in school and does not work. She stated that their baby was born on December 22, 2025 and she is now in receipt of Employment Insurance ('EI') maternity benefits of \$1,200.00 a month. She indicated that they cannot afford to move because the rent in their area is significantly more than the rent at the rental unit.
12. Tenant Nathan Catlin ('NC') indicated that the Landlords filed this application because of issues with the rental unit and it not being up to code. As I explained to the Tenants, the Landlords filed this application because they did not pay their rent. There was no evidence before me to support a refusal of the Landlords' eviction application under subsection 83(3).

13. I am not convinced that this is a viable tenancy. I say this because the Tenants' income is less than the monthly rent. While the Tenants indicated they could pay the February 2026 rent, they were unable to explain how they would be able to do so given their household monthly income is significantly less than the monthly rent. Allowing the Tenants to remain in the rental unit would be extremely unfair to the Landlords given their inability to afford the rent or arrears.
14. The Landlords also have two young children, including a newborn. The Landlords have struggled paying the mortgage on the rental unit because of the Tenants' failure and inability to pay the rent. The Landlords, however, were agreeable to postpone the eviction until February 11, 2026 given the Tenants' circumstances.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$8,186.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$9,786.00 if the payment is made on or before February 11, 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 February 11, 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 February 11, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$5,380.01. 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 Landlords owe 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 Landlords compensation of \$52.60 per day for the use of the unit starting January 9, 2026 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before February 11, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 12, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before February 11, 2026, then starting February 12, 2026, the Landlords 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 Landlords on or after February 12, 2026.

January 16, 2026

Date Issued

Dawn Sullivan

Vice Chair, 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 12, 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	\$8,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 11, 2026

Rent Owing To February 28, 2026	\$9,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,786.00

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

Rent Owing To Hearing Date	\$6,820.80
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,600.00
Less the amount of the interest on the last month's rent deposit	- \$26.79
Total amount owing to the Landlord	\$5,380.01
Plus daily compensation owing for each day of occupation starting January 9, 2026	\$52.60 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	