



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

File Number: LTB-L-097386-25

In the matter of: ROOM 17, 213 DUBLIN STREET
PETERBOROUGH ON K9H3B6

Between: EDMUND (TED) HIGGINS Landlord

And

DAVID HOUSTON Tenant

EDMUND (TED) HIGGINS (the 'Landlord') applied for an order to terminate the tenancy and evict DAVID HOUSTON (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 12, 2026.

Only the Landlord and the Landlord's Support Person Rosemary Rutledge, attended the hearing.

As of 10:57 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. It is noted that the Tenant did sign in prior to 9:00a.m., however, after 20 minutes the Tenant disconnected and did not return, no communication was received after this point from the Tenant so this order has issued based on only the Landlord's evidence.

Determinations:

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 \$550.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$18.08. This amount is calculated as follows: \$550.00 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 \$7,400.00.

7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$550.00 from the Tenant 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 \$62.58 is owing to the Tenant for the period from October 22, 2019 to January 12, 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 March 31, 2026, pursuant to subsection 83(1)(b) of the Act. This extension of time accounts for the Landlords' evidence in relation to his financial circumstances and the Landlord's testimony regarding the Tenant's length of tenure in tenancy (since 2019).
11. The Landlord submitted that the parties had attempted to work out a payment plan to no avail, since the application was filed.
12. In response to questioning from the Board, the Landlord explained that any further delay in granting the application would be financial prejudicial to the Landlord, and that the Landlord relies on rent to pay expenses related to the rental unit and rental complex.
13. Considering all of the evidence and, notwithstanding the Landlord may face some financial prejudice, I find that, pursuant to subsection 83(1)(b) of the Act that it would not be unfair to the Landlord to delay the eviction until March 31, 2026, due to the significant impact an early eviction would have on the Tenant.
14. Given the Tenant's length of tenure of tenancy (2019), I am satisfied that he may experience challenges securing housing that fits his needs such that more time is required. By contrast, the Landlord, while I acknowledge may face further financial prejudice, the Landlord is holding the last month's rent deposit and after considering the totality of the circumstances I conclude that delaying eviction to March 31, 2026 is fair and appropriate.
15. The extension of time will provide the Tenant time to secure his future income sources/funds to pay the arrears or to find a new place to live.

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:**

- \$7,601.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$8,151.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$8,701.00 if the payment is made on or before March 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 March 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 March 31, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,655.38. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$18.08 per day for the use of the unit starting January 13, 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 March 31, 2026, the Tenant 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 14, 2026
Date Issued

Panagiotis P. Roupas
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 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	\$7,400.00
Application Filing Fee	\$201.00
Total the Tenant must pay to continue the tenancy	\$7,601.00

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

Rent Owing To February 28, 2026	\$7,950.00
Application Filing Fee	\$201.00
Total the Tenant must pay to continue the tenancy	\$8,151.00

C. Amount the Tenant 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	\$8,500.00
Application Filing Fee	\$201.00
Total the Tenant must pay to continue the tenancy	\$8,701.00

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

Rent Owing To Hearing Date	\$7,066.96
Application Filing Fee	\$201.00
Less the amount of the last month's rent deposit	- \$550.00
Less the amount of the interest on the last month's rent deposit	- \$62.58
Total amount owing to the Landlord	\$6,655.38
Plus daily compensation owing for each day of occupation starting January 13, 2026	\$18.08 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	