



Order under Section 69 Residential Tenancies Act, 2006

Citation: 170 PARK ROAD LIMITED v HUTCHINSON, 2026 ONLTB 5078

Date: 2026-01-14

File Number: LTB-L-090675-25

In the matter of: 104, 170 Park Rd S
Oshawa ON L1J4H2

Between: 170 Park Road Limited Landlord

and

David Hutchinson Tenants
Deborah Hutchinson

170 Park Road Limited (the 'Landlord') applied for an order to terminate the tenancy and evict David Hutchinson and Deborah Hutchinson (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

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

The Landlord's agent Davendra Maharaj and the Tenants attended the hearing.

Determinations:

1. The Landlord 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 \$1,015.71. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$33.39. This amount is calculated as follows: \$1,015.71 x 12, divided by 365 days.
5. The Tenants has not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$6,510.91. The Tenants do not dispute the amount owing.

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 \$1,015.71 from the Tenants 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 \$11.45 is owing to the Tenants for the period from July 1, 2025 to January 12, 2026.

Relief From Eviction

10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Tenants have lived in the one-bedroom unit since 2015. They currently live there with their adult daughter. Based on the information provided by the Tenants of their income and expenses I find the Tenants have no discretionary income. The Tenants acknowledged that their income is insufficient, and they are hoping David Hutchinson regains his ODSP income soon but could not give more than a generalized time frame when they might receive a decision. They provided no documents supporting an application to ODSP. The Tenant's daughter, who also receives ODSP contributes approximately 40% to the monthly rent.
12. Although the Tenants submit they will file their taxes and receive a return that could pay for the arrears, there is no guarantee that amount will be sufficient, or that the Tenants' will choose to use the amount to pay the arrears. I say this because, since arrears began growing in June of 2025, the Tenants have, according to their evidence, prioritized other expenses over the payment of rent. There have been no good faith payments, and they cannot say exactly where the \$6,510.91 funds have gone. I note that even their daughter's payment was not given to the Landlord. Instead the Tenants chose to spend those funds elsewhere.
13. The Landlord gave evidence of the Tenants' financial history in this tenancy. Previous L1 and L4 applications support that the Tenants have not complied with payment plans in the past and has been struggling with rent payments since 2023. This confirms for me that the Tenants are either unwilling or unable to budget their income to prioritize rent.
14. It would therefore be unfair to the Landlord to grant the Tenant a payment plan.

It is ordered that:

1. The tenancy between the Landlord 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 Landlord or to the LTB in trust:**

- \$6,696.91 if the payment is made on or before January 31, 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 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 Tenants may only make this motion once during the tenancy.
 4. **If the Tenants does not pay the amount required to void this order the Tenants must move out of the rental unit on or before January 31, 2026.**
 5. If the Tenants does not void the order, the Tenants shall pay to the Landlord \$5,054.72. 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 Tenants shall also pay the Landlord compensation of \$33.39 per day for the use of the unit starting January 13, 2026 until the date the Tenants 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

Julie Broderick
Member, Landlord and Tenants 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	\$6,510.91
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,696.91

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

Rent Owing To Hearing Date	\$5,895.88
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,015.71
Less the amount of the interest on the last month's rent deposit	- \$11.45
Total amount owing to the Landlord	\$5,054.72
Plus daily compensation owing for each day of occupation starting January 13, 2026	\$33.39 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	