



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-089223-25

In the matter of: 411, 52 Bayswater Pl
Kingston ON K7M2C2

Between: Osgoode Properties Landlord

And

Kathleen Lizotte Tenants
Jason Woytowich

Osgoode Properties (the 'Landlord') applied for an order to terminate the tenancy and evict Kathleen Lizotte and Jason Woytowich (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants' rent.

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

This application was heard by videoconference on December 18, 2025.

Only the Landlord's representative Anne Skelly attended the hearing.

As of 9:51am, the Tenants were not present nor 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 will be terminated on December 31, 2025.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The rent is due on the first of each month and this is a month-to-month tenancy.
4. On October 22, 2025, the Landlord gave the Tenants an N8 notice of termination with a termination date of December 31, 2025. The notice of termination states that the Tenants have been persistently failed to pay rent on the date that it is due.

5. The Landlord's representative submits from May 1, 2025, to October 1, 2025, the Tenants paid the rent late 6 times in the last 6 months.
6. I am satisfied on a balance of probabilities and based on the uncontested evidence of the Landlord, that the Tenants have persistently failed to pay rent the date it was due.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. Based on the monthly rent, the daily compensation is \$35.49. This amount is calculated as follows: \$1,079.57 x 12, divided by 365 days.
9. The Landlord collected a rent deposit of \$1,079.57 from the Tenants and this deposit is still being held by the Landlord.
10. Interest on the rent deposit, in the amount of \$10.35 is owing to the Tenants for the period from August 1, 2025, to December 18, 2025.

Relief From Eviction

11. 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.
12. The Landlord is seeking termination of the tenancy and submits that the Tenants have persistently paid rent late and that since the Tenants were served with the N8 notice of termination, rent has still not been paid in full and on time.
 - October 2025, rent not paid in full;
 - November 2025, no payment made;
13. As noted, the Tenants did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances or to dispute the Landlord's application for an eviction order.
14. The Landlord submitted that the Tenants have signed an N9, on October 30, 2025, to vacate the rental unit on December 31, 2025.
15. Given the Tenants ongoing behaviour to pay the rent after it is due and owing, and having served an N9 to vacate, I am satisfied a conditional order to "pay on time" is not appropriate in these circumstances.
16. Given the Landlord is holding a last month rent deposit from the Tenant, this shall be applied towards the month of December.
17. This order contains all of the reasons within it and no further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before December 31, 2025.

2. If the unit is not vacated on or before December 31, 2025, then starting January 1, 2026, 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 January 1, 2026.
4. The Tenants shall also pay the Landlord compensation of \$35.49 per day for the use of the unit starting January 1, 2026, until the date the Tenants moves out of the unit, less any amount the Tenants' paid to the Landlord or on after January 1, 2026, less the last months rent deposit held by the Landlord and interest the Landlord owes on the deposit.
5. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenants do not pay the Landlord the full amount owing on or before January 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 1, 2026, at 4.00% annually on the balance outstanding.
7. The Landlord has the right to collect the outstanding balance as a result of this order.

January 20, 2026
Date Issued

Reshad Nazeer
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 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.