



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

File Number: LTB-L-088214-25

In the matter of: Lower Unit, 600 SIMCOE ST
AMHERSTBURG ON N9V1N3

Between: Deslippe Group Inc. Landlord

And

Kevin Philion Tenant

Deslippe Group Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Kevin Philion (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 16, 2025.

The Landlord's Agent, Mitchell Deslippe and the Tenant attended the hearing.

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 \$1,800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$59.18. This amount is calculated as follows: \$1,800.00 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 December 31, 2025 are \$7,200.00, which is agreed by the parties.
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 \$1,800.00 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 \$72.25 is owing to the Tenant for the period from May 10, 2024 to December 16, 2025.

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'), and find that it would not be unfair to postpone the eviction until February 15, 2026 pursuant to subsection 83(1)(b) of the Act.
11. The Tenant provided oral testimony that he attempted to offer a payment plan to the Landlord, but he cannot afford the payment plan the Landlord is willing to consider. The Tenant's income was reduced due to having to take care of his mother and her medical expenses. His mother has recently passed away and his intention is to use funds from her life insurance policy to pay his arrears in full February 15, 2026. The Tenant indicated that he has no family or friends that can assist him if an eviction was ordered.
12. Based on the evidence before me, I find it appropriate to issue a voidable standard order with an eviction/voiding date of February 15, 2026. This will allow the Tenant time to either pay the rent owing and void the order or find a new place to live. The Landlord did not present any evidence to establish that it would be prejudiced by such an extension, financially or otherwise.
13. The Landlord's representative asked that the order also include a condition requiring the Tenant to pay new rent in full and on time for the duration of the payment plan, failing which the Landlord can apply to the LTB for eviction under section 78 of the Act within 30 days of the breach without notice to the Tenant. The Landlord's representative submitted that this clause would address the Landlord's concern that the Tenant is not willing or able to pay the arrears and it will help avoid the arrears from continuing to accrue. The Tenant was amenable to these terms.
14. Accordingly, I find it appropriate to issue an eviction order with a voiding/eviction date of February 15, 2026, and additional terms that require the Tenant to pay February's rent on time (provided the order is not voided in January), failing which the Landlord can apply for eviction under section 78.

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:**
 - \$9,186.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$10,986.00 if the payment is made on or before February 15, 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 February 15, 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 February 15, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,660.63. 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 \$59.18 per day for the use of the unit starting December 17, 2025 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 February 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 16, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before February 15, 2026, then starting February 16, 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 16, 2026.

Additional terms:

10. The following terms apply if the Tenant does not void the order by January 31, 2026.
11. The Tenant shall pay the rent for February 2026 on or before February 1, 2026.
12. If the Tenant fails to make the payment in accordance with paragraph 11, the Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenant and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 5 of this order. The Landlord must make the application within 30 days of the breach of paragraph 11. This may result in the Board issuing an order that terminates the tenancy before February 5, 2026.

January 20, 2026
Date Issued

Samantha Greaves
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 August 16, 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	\$9,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 15, 2026

Rent Owing To February 28, 2026	\$10,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,986.00

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

Rent Owing To Hearing Date	\$6,346.88
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,800.00
Less the amount of the interest on the last month's rent deposit	- \$72.25
Total amount owing to the Landlord	\$4,660.63
Plus daily compensation owing for each day of occupation starting December 17, 2025	\$59.18 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	