



Order under Section 69 Residential Tenancies Act, 2006

Citation: Judge v Lamont, 2026 ONLTB 3234

Date: 2026-01-21

File Number: LTB-L-090146-25

In the matter of: Unit 2, 604 Jackson St S
Walkerton ON N0G2V0

Between: Evay Judge Landlord
Lauren Zintel

And

Marcel Lamont Tenant

Evay Judge and Lauren Zintel (the 'Landlord') applied for an order to terminate the tenancy and evict Marcel Lamont (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

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

This application was heard by videoconference on January 6, 2026.

Only the Landlord, Evay Judge, attended the hearing.

As of 1:11 PM, 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.

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 is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 31, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of September 30, 2025. The Landlord claims that they require vacant

possession of the rental unit for the purpose of residential occupation by his family. In particular, the unit, which is attached to the Landlord's unit will be used by the Landlord's family for residential occupation.

4. Based on the Landlord's uncontested evidence, I find that the Landlord in good faith requires possession of the rental unit for the purpose of their own residential occupation for a period of at least one year.
5. The Landlord compensated the Tenant an amount equal to one month's rent by September 30, 2025.
6. The Tenant was required to pay the Landlord \$2,416.68 in daily compensation for use and occupation of the rental unit for the period from October 1, 2025, to January 6, 2026.
7. Any rent payments made by the Tenant since October 1, 2025, must be applied to the daily compensation owing to the Landlord.
8. Based on the monthly rent, the daily compensation is \$24.66. This amount is calculated as follows: $\$750.00 \times 12$, divided by 365 days.
9. The Landlord collected a rent deposit of \$732.82 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$66.58 is owing to the Tenant for the period from November 1, 2021, to January 6, 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 1, 2026.
2. If the unit is not vacated on or before February 1, 2026, then starting February 2, 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 February 2, 2026.
4. The Tenant shall pay to the Landlord \$2,416.68, which represents compensation for the use of the unit from October 1, 2025, to January 6, 2026.
5. The Tenant shall also pay the Landlord compensation of \$24.66 per day for the use of the unit starting January 7, 2026, until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 2, 2026, at 4.00% annually on the balance outstanding.

January 21, 2026
Date Issued

Jeanie Theoharis
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 July 26, 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.