



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

File Number: LTB-L-085591-25

In the matter of: 6A, 752 MAIN ST E
HAMILTON ON L8M1L1

Between: PM (750 MAIN ST E) INC

Landlord

And

Jordan Lavalle

Tenant

PM (750 MAIN ST E) INC (the 'Landlord') applied for an order to terminate the tenancy and evict Jordan Lavalle (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 15, 2026.

The Landlord's Representative, Jason Paine, and the former Tenant, Briana Lewis ("BL"), attended the hearing.

Determinations:

Preliminary Issue – N15 termination of tenancy

1. The Landlord's Representative provided that the Landlord received an N15 notice of termination ("N15 notice") from BL with a date of termination of September 26, 2025, pursuant to section 47.2 of the *Residential Tenancies Act*, 2006 (the 'Act'). The Landlord's Representative provided that BL moved out of the rental unit on September 26, 2025, in accordance with her N15 notice.
2. Based on the evidence before me, I am satisfied that BL's interest in this tenancy terminated on September 26, 2025, pursuant to section 47.2(6) of the Act.
3. As such, the Landlord's Representative sought to amend the application to remove BL and proceed against Jordan Lavalle ("JL"), as the only remaining Tenant in possession at the time the application was filed.
4. In a joint tenancy, all of the tenants are jointly and severally liable for the entirety of the rent arrears. This application can proceed against the remaining Tenant, JL, who may be held liable for all the rent arrears owing to the date of the hearing.

5. I am satisfied the amendment is appropriate as JL had notice of hearing and the amendment is not prejudicial to JL as he is a joint tenant liable for the total of the arrears. Therefore, the application is amended to remove BL and proceed with JL as the only Tenant.

The amount owing

6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$1,625.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$53.42. This amount is calculated as follows: \$1,625.00 x 12, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to January 31, 2026, are \$8,125.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,625.00 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.
14. Interest on the rent deposit, in the amount of \$33.66 is owing to the Tenant for the period from January 21, 2025, to January 15, 2026.
15. The Landlord's Representative provided that they were unaware of any circumstance of the Tenant that would support denying or delaying eviction. The Tenant did not attend the hearing to give evidence of their circumstances, or to dispute the Landlord's application.
16. 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.

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:**

- \$8,311.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$9,936.00 if the payment is made on or before February 6, 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 6, 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 6, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,828.64. 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 \$53.42 per day for the use of the unit starting January 16, 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 February 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 7, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before February 6, 2026, then starting February 7, 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 7, 2026.

January 26, 2026
Date Issued

Nicole Pedron
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 7, 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	\$8,125.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,311.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 6, 2026

Rent Owing To February 28, 2026	\$9,750.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,936.00

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

Rent Owing To Hearing Date, January 15, 2026	\$7,301.30
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,625.00
Less the amount of the interest on the last month's rent deposit	- \$33.66
Total amount owing to the Landlord	\$5,828.64
Plus daily compensation owing for each day of occupation starting January 16, 2026	\$53.42 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	