



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-091836-25

In the matter of: Unit 2, 3295 Curry Avenue
Windsor ON N9E2T4

Between: Larah Grace Ybanez Omadlao Landlord

and

Kirstin Clatworthy Tenant
Christopher Kyte

Larah Grace Ybanez Omadlao (the 'Landlord') applied for an order to terminate the tenancy and evict Kirstin Clatworthy and Christopher Kyte (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 21, 2026.

Only the Landlord's Legal Representative, Vishakha Jain, and the Landlord attended the hearing.

As of 1:33pm, 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. 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 \$2,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 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 January 31, 2026 are \$13,000.00.
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 \$2,000.00 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 \$81.18 is owing to the Tenant for the period from April 26, 2024 to January 21, 2026.
10. The Landlord's Legal Representative stated that while they did send the Tenant the documents related to the proceedings and tried to call the Tenant, they did not send any correspondence about a payment plan or otherwise attempt to negotiate a repayment plan with the Tenant pursuant to section 83(6) of the *Residential Tenancies Act, 2006* (the 'Act').
11. I have considered all of the disclosed circumstances in accordance with section 83(2) of the Act, and find that it would not be unfair to postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of the Act. The Landlord has a continuing legal duty to make reasonable efforts to negotiate a repayment plan for arrears. While the Landlord tried to call the Tenant on occasion and the Tenant did not answer, they could have sent the Tenant a letter or dropped a letter off at the Tenant's unit in order to meet their obligations under section 83(6) of the Act, but they did not do so. As such, it is not unfair to grant the Tenant until the end of the next rental period to either pay off the arrears or find alternative accommodation.

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:**
 - \$13,186.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$15,186.00 if the payment is made on or before February 28, 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 28, 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 28, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,485.57. 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 \$65.75 per day for the use of the unit starting January 22, 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 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 28, 2026, then starting March 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 March 1, 2026.

January 28, 2026
Date Issued

Candace Aboussafy
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 September 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	\$13,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing to February 28, 2026	\$15,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,186.00

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

Rent Owing to Hearing Date	\$12,380.75
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,000.00
Less the amount of the interest on the last month's rent deposit	- \$81.18
Total amount owing to the Landlord	\$10,485.57
Plus daily compensation owing for each day of occupation starting January 22, 2026	\$65.75 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	