



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

File Number: LTB-L-064959-25

In the matter of: 2, 11 DUMFRIES ST
PARIS ON N3L2C7

Between: Robbie Clement Landlord

And

Lorrie Golding Tenants
Daniel Severin
Patrick Halliday

Robbie Clement (the 'Landlord') applied for an order to terminate the tenancy and evict Lorrie Golding, Daniel Severin, and Patrick Halliday (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 5, 2026.

The Landlord and the Tenants, Lorrie Golding ("LG") and Daniel Severin ("DS"), attended the hearing.

Determinations:

Preliminary Issues – Notice of Hearing and Evidence

1. There were several issues that were addressed during the hearing with DS that I will address as preliminary issues in the order.
2. First, during the hearing DS indicated that he was unaware that the scheduled appearance was for the merits hearing because he did not open or read the packages addressed to him and therefore had not prepared his evidence for the hearing.
3. I was satisfied that the Tenants, including LG and DS, were served the notice of hearing as they were in attendance. The Landlord properly served the notice during the Canada Post strike in accordance with an order to serve and provided a certificate of service.
4. It is DS's own lack of due diligence for failing to adequately prepare for the hearing by failing to open and read the packages that were properly served to him.
5. DS and LG were in attendance and therefore I am satisfied the Tenants had adequate notice of the hearing.
6. DS also indicated that he was not allowed to use computers or other electronics and therefore could not upload or otherwise provide documentary evidence in advance to the Landlord and the Board and instead wanted to somehow share it on the day of the

hearing. However, when I inquired why one of the other Tenants could not have provided it in advance on DS's behalf no explanation was provided.

7. Rule 19.1 of the Board's Rules of Procedure provides that all parties must provide the other party a copy of all documents, pictures and other evidence they intend to rely on at the hearing at least 7 days prior to the scheduled hearing.
8. I am not satisfied there was an adequate explanation for failing to provide evidence disclosure in accordance with Rule 19.1 and therefore, the Tenants were not permitted to rely on any documents not disclosed in accordance with the Rules. However, both LG and DS were permitted to provide their testimony on all points in contention.
9. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

The Application

10. DS asserted that the Landlord was not the owner of the property, and that the rental unit belonged to the Freemasons and that DS built the rental unit. DS testified that he had the deed to the property, but this was not disclosed to the Landlord nor the Board. DS's position was that since the Freemason's were the legal owner the Tenants did not owe any rent to the Landlord.
11. The Landlord testified that he is the registered owner of the property and purchased it. The Landlord testified that the rental unit is part of a 120-year-old farmhouse. The Landlord provided a copy of the lease identifying himself as the Landlord.
12. For reasons more fully explained, I prefer the evidence of the Landlord. I am satisfied that the Landlord is the owner of the rental unit.
13. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
14. As of the hearing date, the Tenants were still in possession of the rental unit.
15. DS disputed the amount of lawful rent. He claimed that he thought rent was going to be geared to income when he obtained the level of Grandmaster Freemason.
16. The Landlord provided a copy of a lease signed by all Tenants which indicated that rent was \$2,250.00 per month.
17. When DS was asked why there was not a clause included in the lease indicating that rent would be geared to income if that was what he thought it was supposed to be, DS testified that he has a bad memory and suffers from memory loss and did not remember he was a Freemason until recently.
18. Overall, DS's testimony was disorganized, inconsistent, and I find it to be unreliable. DS himself testified that he has a bad memory and suffers from memory loss.

19. I find that the best evidence of the lawful rent is the testimony of the Landlord and the signed lease indicating that monthly rent is \$2,250.00 per month.
20. Therefore, I find the lawful rent is \$2,250.00. It is due on the 1st day of each month.
21. Based on the Monthly rent, the daily rent/compensation is \$73.97. This amount is calculated as follows: \$2,250.00 x 12, divided by 365 days.
22. The Tenants have not made any payments since the application was filed.
23. I am satisfied that the rent arrears owing to January 31, 2026, are \$16,200.00.
24. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
25. The Landlord collected a rent deposit of \$2,250.00 from the Tenants 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.
26. Interest on the rent deposit, in the amount of \$84.86 is owing to the Tenants for the period from May 30, 2024, to January 5, 2026.

Relief from eviction

27. Again, I am satisfied that the Landlord is the owner of the rental unit.
28. I am not persuaded by DS's argument that the Freemasons own the house and that the rent was to be geared to income.
29. Therefore, what is left to me is whether I should delay or deny eviction based on the circumstances of the parties. LG testified that the Tenants cannot afford the rental unit. She testified that she is on a pension and her son is on Ontario Disability Support Program. LG testified that the Tenants have applied for rent geared to income housing and are on a list for subsidized housing but have not heard anything. LG testified that the Tenants would need at least three months to find a new place to live.
30. I am not satisfied that this tenancy is viable. It is LG's own testimony that the Tenants cannot afford the rental unit. DS's testimony is that he thought that the rental unit was going to be geared to income, indicating that the Tenants cannot afford the rental unit at the current rent amount.
31. While LG indicated that the Tenants would need three months to find a new unit, there were no reasons as to why that was needed. While LG may be older, the other two Tenants are in their 30's and a delayed eviction would mean increased arrears which is unduly prejudicial to the Landlord, given that the Tenants have made no payments to the Landlord since July 2025.
32. As such, 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 Tenants 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 Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$16,386.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$18,636.00 if the payment is made on or before February 10, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after February 10, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 10, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$12,170.99. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlord compensation of \$73.97 per day for the use of the unit starting January 6, 2026, until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before February 10, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 11, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before February 10, 2026, then starting February 11, 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 11, 2026.

January 30, 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 11, 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 Tenants 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	\$16,200.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$16,386.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 10, 2026

Rent Owing To February 28, 2026	\$18,450.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$18,636.00

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

Rent Owing To Hearing Date	\$14,319.85
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,250.00
Less the amount of the interest on the last month's rent deposit	- \$84.86
Total amount owing to the Landlord	\$12,170.99
Plus daily compensation owing for each day of occupation starting January 6, 2026	\$73.97 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	