



Amended Order
Order under Section 69
Residential Tenancies Act, 2006
And section 21.1 of the **Statutory Powers Procedure Act**

File Number: LTB-L-075885-25-AM

In the matter of: 203, 446 QUEENS AVE
LONDON ON N6B1X9

Between: LIFT Non Profit Housing Landlord

And

Haily Wilson Tenant
Andrew Eames

LIFT Non Profit Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Haily Wilson and Andrew Eames (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

This application was heard by videoconference on November 19, 2025.

Only the Landlord's agent Katie Cottrell and the Landlord's legal representative Robert Rose attended the hearing.

As of 10:16 a.m., 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:

This amended order is issued to correct clerical errors in the order issued on January 7, 2026.

L1 Application – Non-Payment of Rent

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 \$659.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$21.67. This amount is calculated as follows: \$659.00 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 November 30, 2025 are \$3,739.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 Application – Persistent Late Payment of Rent

9. The Landlord served the Tenant with a Notice to End Tenancy at the End of the Term (N8 Notice) alleging the Tenant has persistently failed to pay their rent on time.
10. The N8 Notice is invalid. The body of the N8 Notice states that the Landlord alleges the Tenant to have paid their rent late 10 times in the 12 months prior to the notice and refers the Tenant to see the attached Schedule A for details. Schedule A, however, alleges that Tenant has only been late 8 of 11 months preceding the notice.
11. At the hearing, the Landlord's representative submitted that the specific details of the allegations are set out correctly in Schedule A and that the Tenant's would have clearly understood the allegations against them.
12. I disagree. The N8 Notice and Schedule A contain contradictory information. The Tenant has the right to know the case against them so that they can respond to the notice accordingly.
13. I considered the Landlord's legal representative's submissions and whether the Landlord has substantially complied with the requirements of the Act as I am required to pursuant to section 212 of the Act. I find that the N8 Notice and Schedule A, when read together, are not substantially compliant. Rather, the pair of documents are inherently confusing. It was not until the Landlord's representative spoke to the documents that I was able to understand what the allegations against the Tenant actually are.
14. Therefore, I find that the N8 Notice is invalid and, therefore, the Landlord's L2 Application must be dismissed.

Relief from Eviction

15. 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.

16. The Tenant did not attend the hearing to speak to their circumstances and the Landlord is not aware of any circumstances that would justify relief in this case.

It is ordered that:

L1 Application – Non-Payment of Rent

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:**
 - \$5,243.00 if the payment is made on or before January 18, 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 January 18, 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 January 18, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,677.73. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$21.67 per day for the use of the unit starting November 20, 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 January 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 19, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 18, 2026, then starting January 19, 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 January 19, 2026.

L2 Application – Persistent Late Payment of Rent

10. The L2 Application is dismissed.

January 7, 2026

Date Issued

Jeremy Henderson

Member, Landlord and Tenant Board

January 27, 2026

Date Amended

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 19, 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 18, 2026

Rent Owing To January 31, 2026	\$5,057.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Total the Tenant must pay to continue the tenancy	\$5,243.00

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

Rent Owing To Hearing Date	\$3,491.73
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$3,677.73
Plus daily compensation owing for each day of occupation starting November 20, 2025	\$21.67 (per day)