



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-076911-25

In the matter of: 1, 320 KING ST E
HAMILTON ON L8N 1C2

Between: Salvatore Caruso Landlord

and

James Needham Tenant

Salvatore Caruso (the 'Landlord') applied for an order to terminate the tenancy and evict James Needham (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord and Tenant attended the hearing.

Determinations:

1. At the beginning of the hearing I raised a preliminary issue that the certificate of service for the Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) was missing from the Board's file. The Landlord testified that he personally served the Tenant on August 12, 2025. The Tenant confirmed that he received the notice.
2. Based on this evidence provided at the hearing, I find that the Landlord served the Tenant with a valid 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$1,550.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$50.96. This amount is calculated as follows: \$1,550.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to November 30, 2025, are \$6,200.00. The Tenant did not contest the outstanding arrears.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. During the hearing, the Tenant indicated that he paid \$257.90 to stack electric for an emergency repair concerning the fridge in his unit. The Landlord did not dispute this amount and agreed that it could be offset against any rent owing.
10. Therefore, the Tenant is entitled to an abatement of rent of \$257.90. This amount will be deducted from the amount owing to the Landlord.
11. The Landlord collected a rent deposit of \$1,550.00 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.
12. Interest on the rent deposit, in the amount of \$108.50 is owing to the Tenant for the period from February 1, 2023, to November 19, 2025.

Relief from Eviction

13. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenant to pay off all outstanding amounts and void the order.
14. The Tenant indicated that his financial situation is expected to improve by January 2026 and requested additional time to pay the arrears.
15. The Tenant testified that the second Tenant (Nikolas Bellamy) moved out of the rental unit shortly after service of the N4 Notice. As a result, the Tenant has experienced financial difficulty and has fallen behind on rent.
16. I find that a short postponement is reasonable to allow the Tenant an opportunity to preserve his tenancy, or if necessary, secure alternative accommodation.
17. 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 not be unfair to postpone the eviction until February 28, 2026, pursuant to subsection 83(1)(b) 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 Board in trust:**
 - \$9,228.10 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$10,778.10 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 Board 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 \$3,887.84. 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 and the rent abatement/rebate awarded to the Tenant 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 \$50.96 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 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

Adeela Alvez
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	\$9,300.00
Application Filing Fee	\$186.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$257.90
Total the Tenant must pay to continue the tenancy	\$9,228.10

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	\$10,850.00
Application Filing Fee	\$186.00
Less the amount the Landlord owes the Tenant for an abatement	- \$257.90
Total the Tenant must pay to continue the tenancy	\$10,778.10

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

Rent Owing To Hearing Date	\$5,618.24
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,550.00
Less the amount of the interest on the last month's rent deposit	- \$108.50
Less the amount the Landlord owes the Tenant for an abatement	- \$257.90
Total amount owing to the Landlord	\$3,887.84
Plus daily compensation owing for each day of occupation starting November 20, 2025	\$50.96 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	