



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-091217-25

In the matter of: 409, 315 VILLAGE GROVE DR
TECUMSEH ON N8N5G4

Between: Maureen Suhan Landlord

And

Jeremy Dean Tenant

Maureen Suhan (the 'Landlord') applied for an order to terminate the tenancy and evict Jeremy Dean (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; and
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant; (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on January 27, 2026.

Only the Landlord's legal representative, Ze Hao Liu attended the hearing.

As of 10:00 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:

Amending the application

1. At the hearing, the Landlord's legal representative requested to amend the application to correct the amount of rent arrears claimed. The application originally states that rent arrears owing for the period from August 1, 2025 to October 31, 2025 total \$608.75. The Landlord's legal representative submitted that a payment of \$1,000.00 for September 2025 was recorded in error, that no payment was received from the Tenant, and requested that

the application be amended to reflect rent arrears of \$1,787.50 for that period. The Landlord filed an L1/L9 Update Sheet, which was provided to the Tenant.

2. The N4 Notice of Termination correctly identifies the amount of rent arrears owing. The Tenant was served with the amended application and the L1/L9 Update Sheet, both of which accurately set out the rent arrears claimed by the Landlord.
3. I find that the Tenant had notice of the amount of rent arrears being sought by the Landlord and would not be prejudiced by the amendment. The request to amend the application is granted. The application is amended to reflect rent arrears of \$1,787.50 for the period from August 1, 2025 to October 31, 2025.
4. At the hearing, the Landlord's legal representative requested to withdraw the portion of the application relating to the N5 Notice of Termination. I granted the request. As a result, only the N4 Notice of Termination and the N8 Notice of Termination were considered.

L1 Application – Non-Payment of Rent

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$1,178.75. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$38.75. This amount is calculated as follows: $\$1,178.75 \times 12$, divided by 365 days.
9. The Tenant has paid \$3,000.00 to the Landlord since the application was filed.
10. The rent arrears owing to January 31, 2025 are \$2,323.75.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.

L2 Application – Persistent Late Payment of Rent

13. On September 23, 2025, the Landlord mailed the Tenant an N8 notice of termination (N8 notice) deemed served on September 28, 2025, with a termination date of November 30, 2025. The notice of termination contains the allegations that from July 2024 to July 2025 the Tenant did not pay the rent on the day it was due.
14. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. Based on the Landlord's ledger, the rent has been paid late twelve months of the thirteen-month period outlined in the notice

15. Since the N8 notice of termination was served the Tenant has continued to pay the monthly rent late every month.

Relief from Eviction

16. The Landlord's legal representative requested a standard 11-day eviction order on the basis that the Tenant has continued to pay rent late and remains in arrears.
17. The Tenant did not attend the hearing and did not provide any submissions regarding the reasons for the late payments or the outstanding rent arrears. I granted the Landlord's request.
18. 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.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 16, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application.
3. As of the date of the hearing, the Tenant owes the Landlord \$2,377.25. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$38.75 per day for the use of the unit starting January 28, 2026 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before February 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 17, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before February 16, 2026, then starting February 17, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 17, 2026.

February 5, 2026
Date Issued

Christina Philp
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 of the Tenant expires on August 17, 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 as the tenancy is terminated

Rent Owing To January 27, 2026	\$5,191.25
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	-\$3,000.00
Total amount owing to the Landlord	-\$2,377.25
Plus daily compensation owing for each day of occupation starting January 28, 2026	\$38.75 (per day)