



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

**File Number:** LTB-L-097133-25

**In the matter of:** 1, 14 PRESCOTT ST  
KEMPTVILLE ON K0G1J0

**Between:** Jason Chamely Landlord

**And**

Michele-Ann Szerve Tenant

Jason Chamely (the 'Landlord') applied for an order to terminate the tenancy and evict Michele-Ann Szerve (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 28, 2026.

Only the Landlord's Representative, David Lyman, attended the hearing.

As of 1:41 p.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:**

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 \$942.28. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$30.98. This amount is calculated as follows: \$942.28 x 12, divided by 365 days.
5. The Tenant has paid \$943.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026, are \$3,768.40.
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.

9. 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 Tenant and find that it would not be unfair to postpone the eviction until March 30, 2026 pursuant to subsection 83(1)(b) of the Act.
10. Prior Board order LTB-L-065032-25 imposes a condition for on-time payment of rent which means if the Tenant fails to pay new rent in full and on-time the Landlord may obtain an eviction order. Because of this provision the arrears will not increase which minimizes the prejudice to the Landlord of an extended termination date. Prior Board order LTB-L-065032-25 also requires payment by the Tenant by March 30, 2026. Aligning the payment dates in the two orders reduces the possibility for confusion or disputes about how payments are applied. For further clarity, the amounts referenced in this order are for arrears of rent only and are separate from any amounts ordered in LTB-L-065032-25 or any other Board order.

**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:**
  - \$4,896.68 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$5,838.96 if the payment is made on or before March 30, 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 March 30, 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 March 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,879.56. 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 \$30.98 per day for the use of the unit starting January 29, 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 March 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 31, 2026, at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before March 30, 2026, then starting March 31, 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 31, 2026.

**February 3, 2026**

**Date Issued**

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**Dawn Carr**

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 30, 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 February 28, 2026**

|                                                                                        |                   |
|----------------------------------------------------------------------------------------|-------------------|
| Rent Owing to February 28, 2026                                                        | \$5,653.68        |
| Application Filing Fee                                                                 | \$186.00          |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$943.00        |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$4,896.68</b> |

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 30, 2026**

|                                                                                        |                   |
|----------------------------------------------------------------------------------------|-------------------|
| Rent Owing to March 31, 2026                                                           | \$6,595.96        |
| Application Filing Fee                                                                 | \$186.00          |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$943.00        |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$5,838.96</b> |

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

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing to Hearing Date                                                                                          | \$4,636.56           |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed                              | - \$943.00           |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$3,879.56</b>    |
| Plus, daily compensation owing for each day of occupation starting January 29, 2026                                 | \$30.98<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |