



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

File Number: LTB-L-078304-25

In the matter of: 4, 65 OTTAWA STREET
MORRISBURG ON K0C1X0

Between: DAVID GRANT Landlord

And

BRITTANY DARLENE RICHMIRE Tenant
PENNY RICHMIRE

DAVID GRANT (the 'Landlord') applied for an order to terminate the tenancy and evict BRITTANY DARLENE RICHMIRE and PENNY RICHMIRE (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year. (L2 Application) and;
- the Tenant did not pay the rent that the Tenant owes (L1 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 December 18, 2025.

The Landlord, the Landlord's Witness, Alyssa Grant, and the Tenants attended the hearing.

Determinations:

L1 Application

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 \$2,000.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: $\$2,000.00 \times 12$, divided by 365 days.
5. The Tenants disputed the amount being claimed by the Landlord, claiming that the Landlord has not accounted for rent payments they made. The Tenants provided testimony and documentation evidence to show there were 5 email transfer payments in the amount of \$1,000.00 each, which were paid to the Landlord on March 29, 2025; April 30, 2025; May 30, 2025; June 28, 2025; and Aug 1, 2025 totalling \$5,000.00. In addition, the Tenant testified that the other half of the monthly rent is paid in cash by her mother but was unable to provide any supporting documentation to corroborate her claim that these payments were made. The Tenant did not dispute the arrears claimed for October 2025, November 2025, and December 2025.
6. The Tenant further testified that she made a public post online about the Landlord and his alleged sexual misconduct, and in return the Landlord offered to reduce the arrears by \$4,000.00 to remove the online social media post, which the Tenant did. After the post was removed, the Landlord sought the full arrears.
7. The Landlord agreed the email transfer amounts were paid by the Tenant but provided a spreadsheet to show that the amounts were applied to outstanding rent for previous months. The Landlord further testified that he has not received any cash payments from the Tenants since March 2025. The Landlord disputes ever offering to waive \$4,000.00 for the arrears and denies the contents of the social media post.
8. The Landlord's spreadsheet shows that the March 29, 2025 payment was applied to the rent for November and December 2024, the April 30 2025, payment was applied towards December 2024's rent, the May 30, 2025 payment was applied towards January 2025's rent, the June 28, 2025 payment was applied to remainder of January 2025's rent, and the August 1, 2025 payment was applied to February 2025's rent.
9. I find that the Landlord applied the Tenant's rent payments towards the oldest outstanding monthly rent as per the ledger provided by the Landlord to reflect the amounts paid from the Tenants and the arrears outstanding.
10. In the case of *Mauti v. Gibbs*, at paragraph 27 the court finds that although the burden of proving the ground for eviction in an application about arrears rests with the Landlord, the evidentiary burden of proving that a payment was made (when the Landlord denies receipt) rests with the Tenant. In this case, I am not satisfied that the Tenant has met the evidentiary burden of providing that she paid rent for the rental periods in the application before me. The Tenants' payments were applied to rent that was owing for previous rental periods, which are not the subject of this application. The Landlord was entitled to apply the Tenants' payments to older arrears as they did.
11. I am not satisfied on a balance of probabilities that the Landlord agreed to waive \$4,000.00 of the arrears owing. There was no concrete, objective evidence submitted to establish that such an agreement was made, and the parties dispute this point.
12. Therefore, the rent arrears owing to December 31, 2025, are \$20,000.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

14. The Landlord collected a rent deposit of \$2,000.00 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.
15. Interest on the rent deposit, in the amount of \$114.93 is owing to the Tenant for the period from September 1, 2023 to December 18, 2025.

L2 Application

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated on February 14, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 31, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of October 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's daughter, Alyssa Grant.
4. The Landlord testified that he wants to assist his daughter with housing accommodations as she cannot afford to live on her own. Currently she resides with her mother, but her mother wants to sell their home, and his daughter needs to find another place to reside. His daughter is 25 years old, and she needs her own place.
5. Alyssa Grant testified that she is currently residing with her mother and wanting to live on her own. Her mother is looking to sell the property they reside in, and she is looking for alternative housing arrangements and would like to move into this unit. She further testified that she cannot afford to live on her own, and her father wishes to help her out with living arrangements. She intends to reside at the property for the foreseeable future.
6. The Tenant had no cross-examination questions for the Landlord nor the Landlord's witness, so their testimony was not challenged by the Tenant.
7. The Tenant disputed that the Landlord's daughter is moving into the unit because they believe that the application was filed in retaliation for an argument between parties, which took place on September 1, 2025. In addition, the Tenant testified that there are other units within the building, and they questioned why the Landlord wants their unit in particular.
8. The Tenants testified that they did file an application on September 1, 2025, which she intends to raise further issues at that hearing date, and they believe that the Landlord's application is being made in retaliation for attempting to enforce their rights under the Act.
9. However, the Landlord served the Tenant with the N12 notice to terminate the tenancy on August 31, 2025, which was before the Tenant claims to have had issues with the Landlord, and it was also served on the Tenant before the Tenant filed their application.
10. I find that the Landlord did not file the application in retaliation on the Tenant for enforcing their rights, nor for an argument between the parties that happened after the notice was given to the Tenant.

11. I am satisfied on a balance of probabilities that the Landlords in good faith intend to have their daughter occupy the residential complex and that their daughter genuinely intends to occupy the rental unit for residential purposes for at least one year.
12. The Landlord has compensated the Tenant an amount equal to one month's rent by October 31, 2025. The Tenant testified that she did not cash the compensation cheque.
13. The Tenant was required to pay the Landlord \$3,156.00 in daily compensation for use and occupation of the rental unit for the period from November 1, 2025 to December 18, 2025.
14. Based on the monthly rent, the daily compensation is \$65.75. This amount is calculated as follows: $\$2,000.00 \times 12$, divided by 365 days.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$2,000.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$114.93 is owing to the Tenant for the period from September 1, 2023, to December 18, 2025.
17. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from Eviction

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 not be unfair to postpone the eviction until February 28, 2026, pursuant to subsection 83(1)(b) of the Act.
19. The Tenant sought to have the termination date delayed 60 days, if I ordered an eviction. They need to find a new place to reside and would like to wait until the winter is over to move.
20. The Landlord requested an eviction order with an eviction date within 30 days from the hearing date as the Tenant has a large amount of outstanding arrears and the Landlord's daughter would like to move into the property. The Landlord is disputing that he harassed the Tenant.
21. I considered the testimonies of both the Landlord and the Tenant, and I find it prejudicial to the Landlord to delay the termination date for 60 days given the amount of arrears outstanding, but I did provide the Tenants with a short extension to find a new place to reside as they indicated they have been looking but have not been able to secure a place to reside.

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 14, 2026.

2. 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.
3. 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.
4. The Tenant owes \$17,254.57 in rent arrears, which includes the filing fee, up to December 19, 2026, as per Schedule 1 attached.
5. The Tenant shall also pay the Landlord compensation of \$65.75 per day for the use of the unit starting December 19, 2025 until the date the Tenant moves out of the unit.
6. 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.

February 3, 2026
Date Issued

Samantha Greaves
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 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

Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$19,183.50
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,000.00
Less the amount of the interest on the last month's rent deposit	- \$114.93
Total amount owing to the Landlord	\$17,254.57
Plus daily compensation owing for each day of occupation starting December 19, 2025	\$65.75 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	