



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-079180-25

In the matter of: 1745 PERTH LINE 43
New Hamburg ON N3A3Z4

Between: John Moylan Landlords
Sarah Moylan

And

Kendal Muysson Tenant

John Moylan and Sarah Moylan (the 'Landlords') applied for an order to terminate the tenancy and evict Kendal Muysson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 3, 2026.

The Landlord, John Moylan and the Tenant attended the hearing.

Determinations:

Preliminary Issue-Named Tenants in application

1. At the hearing the Tenant, Kendal Muysson raised the issue that Andrew Nessner was not a Tenant to the tenancy agreement and that he never signed the tenancy agreement. The Tenant further stated that Andrew Nessner does not reside in the rental unit.
2. The Landlord contested the Tenant's claim that Andrew Nessner was not a Tenant and testified to the tenancy agreement where the Tenant is not listed as a Tenant on the first page, however, a signature and Andrew Nessner's name is listed on the last page of the tenancy agreement. Andrew Nessner was not in attendance to provide any submissions regarding the tenancy agreement and the signature on the last page, although the Tenant claimed Mr. Nesser is not the one who signed his name.
3. Based on the evidence before me, I find that Andrew Nessner is not a tenant within the meaning of the *Residential Tenancies Act, 2006*. Although Mr. Nessner's name and a signature appear on the last page of the tenancy agreement, he is not listed as a tenant on the first page of the agreement. Further, the evidence establishes that Mr. Nessner does not currently reside in the rental unit. Mr. Nessner did not attend the hearing to confirm that he entered into the tenancy or that the signature is his. In the absence of evidence that Mr.

Nessner agreed to the tenancy or occupied the rental unit, I find that the Landlord has not established that Mr. Nessner is a tenant under the tenancy agreement. As such, Andrew Nesser is removed as a Tenant from the application.

N4 Notice of termination

4. The Landlords 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$2,030.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$66.74. This amount is calculated as follows: \$2,030.00 x 12, divided by 365 days.
8. The Tenant has paid \$2,050.00 to the Landlords since the application was filed.
9. The rent arrears owing to February 28, 2026 are \$10,130.00.
10. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlords collected a rent deposit of \$2,000.00 from the Tenant and this deposit is still being held by the Landlords. 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 \$214.16 is owing to the Tenant for the period from February 20, 2020 to February 3, 2026.

Relief from eviction

13. The Landlord requested a standard eviction order, submitting that the Tenant has not made substantial payments toward the arrears. The Landlord testified that the only payment received was in the amount of \$20.00 and made the day prior to the hearing. During the hearing the Tenant made a payment of \$2,030.00. The Landlord further testified that no attempts were made to negotiate a repayment agreement with the Tenant.
14. The Landlord also raised additional concerns regarding the maintenance of the rental property. The Landlord testified that the Tenant failed to perform snow removal at the property, which is a farm, and further alleged that the Tenant interfered with the heating at the rental unit.
15. The Tenant testified that she maintains another farm property that she rents and has been unable to vacate the rental unit due to difficulty removing her belongings as a result of snow obstructing access to the property. The Tenant stated that the driveway has since been cleared to allow access.

16. The Tenant requested that a repayment agreement be ordered. I considered this request based on the Landlord's evidence that no repayment negotiations had occurred. The Tenant proposed to pay \$900.00 per month toward the arrears, in addition to the ongoing monthly rent, payable on the 15th day of each month until the arrears are paid in full.
17. The Tenant testified that her monthly income is approximately \$7,000.00 and that her monthly expenses are approximately \$7,640.00, which include rent, utilities, tenant insurance, and internet service for both properties, as well as groceries, cellular phone service, vehicle payment, and vehicle insurance.
18. Although I considered the proposed repayment agreement, I find that the tenancy is not viable, as the Tenant's monthly expenses exceed her monthly income, before even making a payment towards the arrears. However, given that the Tenant has resided in the rental unit for approximately six years, I find that a brief delay of eviction is appropriate in the circumstances. I also note that the Landlord holds a last month's rent deposit, and I am satisfied that no additional financial prejudice will result from a minimal delay.
19. 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 Landlords 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 Landlords or to the LTB in trust:**
 - \$10,316.00 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 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 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 Landlords \$6,272.06. 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 Landlords owe on the rent deposit 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 Landlords compensation of \$66.74 per day for the use of the unit starting February 4, 2026 until the date the Tenant moves out of the unit.

7. If the Tenant does not pay the Landlords 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 Landlords 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 Landlords on or after March 1, 2026.

February 6, 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 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 February 28, 2026

Rent Owing To February 28, 2026	\$12,180.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$2,050.00
Total the Tenant must pay to continue the tenancy	\$10,316.00

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

Rent Owing To Hearing Date	\$10,350.22
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$2,050.00
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	- \$214.16
Total amount owing to the Landlords	\$6,272.06
Plus daily compensation owing for each day of occupation starting February 4, 2026	\$66.74 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	