



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-079349-25

In the matter of: Unit 2, 272 Main st east
Listowel ON N4W2B7

Between: Evoglobe Inc Landlord

And

Jesse Raben Tenant

Evoglobe Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Jesse Raben (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 1, 2025.

Only the Landlord's agent, Kathy-Jo O'Grady attended the hearing.

As of 1:50 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:

Preliminary Issue

1. At the hearing the Landlord's agent stated that the Landlord obtained an eviction order (LTB-L-073020-25) based on an L2 application which is a non-voidable eviction order, legally terminating the tenancy on December 9, 2025. The Landlord's agent stated that the L2 order accounts for the last month's rent deposit, interest owing on the last month's rent deposit, and the per diem rate, requiring the Tenant to pay daily compensation beginning December 1, 2025 until the Tenant vacates the rental unit. As such, an order for the unpaid rent for the period from September 1, 2025 to November 30, 2025 will be issued.
2. The Landlord's agent also stated that pursuant to section 74(11) of the *Residential Tenancies Act*, 2006 (the "Act"), the Tenant has utilized the one-time opportunity to void the eviction.

N4 Notice of Termination

3. 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.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$1,250.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$41.10. This amount is calculated as follows: \$1,250.00 x 12, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to November 30, 2025 are \$3,750.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,250.00 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.
11. Interest on the rent deposit, in the amount of \$62.33 is owing to the Tenant for the period from December 4, 2023 to December 1, 2025.
12. In accordance with subsection 106(10) of the Act the last month's rent deposit shall be applied to the rent for the last month of the tenancy. The rent deposit and interest owing to the Tenant will be applied in the order to be issued by the Board for the Landlords' L2 application.
13. 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. The tenancy between the Landlord and Tenant is terminated on or before December 9, 2025, by way of Board order LTB-L-073020-25-HR, issued November 28, 2025.
2. The Tenant shall pay to the Landlord the amount of \$3,750.00, representing arrears owing to the Landlord for the period from September 1, 2025 to November 30, 2025.
3. If the Tenant does not pay the Landlord the full amount owing on or before February 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from

February 25, 2026 at 4.00% annually on the balance outstanding.

February 13, 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.