



Order under Section 69 Residential Tenancies Act, 2006

Citation: Elm Place Inc. – 22 Elkhorn Drive v Lavaughn, 2026 ONLTB 14427

Date: 2026-02-17

File Number: LTB-L-000144-26

In the matter of: 215, 22 ELKHORN DR
NORTH YORK ON M2K1J4

Between: Elm Place Inc. – 22 Elkhorn Drive Landlord

And

John Lavaughn Tenant

Elm Place Inc. – 22 Elkhorn Drive (the 'Landlord') applied for an order to terminate the tenancy and evict John Lavaughn (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

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 February 9, 2026.

Only the Landlord's Legal Representative, Sharon Harris attended the hearing.

As of 10:10 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:

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, a termination order shall be issued terminating the tenancy between the Landlord and the Tenants.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 15, 2025, the Landlord gave the Tenant an N8 notice of termination deemed served on the same date. The notice of termination alleged that the Tenant has persistently paid the rent late for the previous 12 months and attached a detailed ledger

confirming this information. The ledger showed that the Tenant had paid their rent late 11 months out of 12 months.

4. Further Ms. Harris advised that the Tenant paid January's rent on January 5, 2026 and that the Tenant paid February's rent on February 4, 2026.
5. On the basis of the uncontested evidence before me, I find that the Tenant has persistently failed to pay the rent on the date that it was due.
6. The Landlord's Representative sought eviction of the Tenant.
7. I asked the Landlord's Representative to disclose any circumstances that they were aware of in accordance with subsection 83(2) of the *Residential Tenancies Act*, 2006 (the "Act") and they stated that they were not aware of any circumstances under this section.

Daily Compensation, Rent Deposit

8. The Tenant was required to pay the Landlord \$3,101.60 in daily compensation for use and occupation of the rental unit for the period from January 1, 2026 to February 9, 2026.
9. Based on the monthly rent, the daily compensation is \$77.54. This amount is calculated as follows: \$2,358.46 x 12, divided by 365 days.
10. The Landlord collected a rent deposit of \$2,269.21 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$5.22 is owing to the Tenant for the period from January 1, 2026 to February 9, 2026.
11. 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

12. 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 the Tenant is terminated. The Tenant must move out of the rental unit on or before February 28, 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 shall pay to the Landlord \$3,101.60, which represents compensation for the use of the unit from January 1, 2026 to February 9, 2026.

5. The Tenant shall also pay the Landlord compensation of \$77.54 per day for the use of the unit starting February 10, 2026 until the date the Tenant moves out of the unit.
6. The Landlord owes \$2,274.43 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
7. The total amount the Tenant must pay the Landlord is \$827.17.
8. 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 17, 2026

Date Issued

Carrie Bertrand

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.