



Order under Section 69 Residential Tenancies Act, 2006

Citation: Burman v Scott, 2026 ONLTB 13982

Date: 2026-02-17

File Number: LTB-L-068944-25

In the matter of: 2, 341 NEW ST.
CARDINAL ON K0E1E0

Between: Kyle Burman Landlord

And

Teagan-Jade Scott Tenants
Dwayne Chattaway

Kyle Burman (the 'Landlord') applied for an order to terminate the tenancy and evict Teagan-Jade Scott and Dwayne Chattaway (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 7, 2026.

The Landlord and the Tenant Teagan-Jade Scott attended the hearing.

Determinations:

Preliminary Issue: Validity of N4 Notice

1. At the outset of the hearing the Tenants raised a preliminary issue regarding the validity of the N4 Notice of Termination.
2. Section 59(2) of the *Residential Tenancies Act, 2006* (the 'Act') states:

The notice of termination shall set out the amount of rent due and shall specify that the tenant may avoid the termination of the tenancy by paying, on or before the termination date specified in the notice, the rent due as set out in the notice and any additional rent that has become due under the tenancy agreement as at the date of payment by the tenant.

3. The Tenant Teagan-Jade Scott submits that amount of rent due each month is \$1,975.00 and the N4 Notice of Termination does not set out this amount, but rather indicates \$987.50 payable at two periods each month.

4. The Landlord explained that at the time the tenancy agreement was entered into the Tenants requested two payments to be paid in advance each month to accord with the Tenants' pay periods.
5. The Tenant agreed that an agreement had been made for each of the Tenants to pay half the rent in advance on the 20th and 30th of the month.
6. Given that the parties had written in the lease agreement that the payment of rent would be done in advance with two installments at the Tenants' request to accord with their pay periods and the total amount owing on the N4 Notice of Termination is correct. I find that there is no confusion or deficiency with the N4 Notice of Termination.

L1 Application

7. As of the hearing date, the Tenants were still in possession of the rental unit.
8. The lawful rent is \$1,975.00. It is due on the 1st day of each month. As per the tenancy agreement the Tenants were to pay rent in advance on the 20th and 30th of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$64.93. This amount is calculated as follows: \$1,975.00 x 12, divided by 365 days.
10. The Tenants have paid \$3,950.00 to the Landlord since the application was filed.
11. The rent arrears owing to January 31, 2026 are \$12,713.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,975.00 from the Tenants 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.
14. Interest on the rent deposit, in the amount of \$14.66 is owing to the Tenants for the period from September 1, 2025 to January 7, 2026.
15. The Tenant Teagan-Jade Scott testified that she was in an abusive relationship with the other name Tenant and that he controlled her finances and she is not sure as to the exact amount of arrears owing. She stated that the other named Tenant, Dwaine Chattaway was recently incarcerated.
16. The Tenant further stated that she is currently 8 ½ months pregnant and off work due to her pregnancy. She is currently receiving \$1,000.00 from Ontario Works. She also receives \$1800.00 from a child tax benefit as she has two other children, one of which is autistic.
17. She is seeking alternative housing and has been looking without success since August. She proposed a repayment plan of \$250.00 per month towards arrears as well as rent as it comes due.
18. The Landlord seeks eviction as soon as possible. The Tenants have not made any payments to the Landlord since July. The Landlord states that he is experiencing stress

and financial strain due to the non-payment of rent which is affecting his personal finances as the Landlord is responsible for a mortgage, water, sewer and property taxes on the rental property. He stated that he maxed out his credit cards attempting to cover these expenses and has had to list the property for sale as he is unable to pay the mortgage on the property he and his family reside in. Additionally he and his family including 4 children have had to attend the food bank.

19. The Landlord doesn't believe the Tenants proposed payment plan is feasible.
20. The Tenants have made no payments to the Landlord since entering into the Tenancy agreement and have had time since the notice of termination to find alternative housing. I am not satisfied that the Tenants' proposed repayment plan is feasible given the information the Tenant Teagan-Jade Scott provided regarding her monthly income and expenses. Considering the submissions of both parties and their circumstances, I find a delayed eviction order to March 31, 2026 appropriate having considered all the circumstances.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$14,874.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$16,849.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after March 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants 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 31, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$9,388.85. 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 Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$64.93 per day for the use of the unit starting January 8, 2026 until the date the Tenants move out of the unit.

7. If the Tenants do not pay the Landlord the full amount owing on or before March 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2026, then starting April 1, 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 April 1, 2026.

February 17, 2026
Date Issued

Sean Ramage
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 October 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	\$18,638.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,950.00
Total the Tenant must pay to continue the tenancy	\$14,874.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 19, 2026	\$20,613.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,950.00
Total the Tenant must pay to continue the tenancy	\$16,849.00

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

Rent Owing To Hearing Date	\$15,142.51
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,950.00
Less the amount of the last month's rent deposit	- \$1,975.00
Less the amount of the interest on the last month's rent deposit	- \$14.66
Total amount owing to the Landlord	\$9,388.85
Plus daily compensation owing for each day of occupation starting January 8, 2026	\$64.93 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

