



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-099207-25

In the matter of: 208, 12 NINTH ST E
CORNWALL ON K6H2T8

Between: Torbill Holdings Ltd Landlord

And

Scott Robertson Tenant

Torbill Holdings Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Scott Robertson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 5, 2026.

Only the Landlord's Agent, Keith Smallbill, attended the hearing.

As of 12:26 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:

Amending the Application

1. The Landlord's Agent requested to amend the application as the rent arrears owing section had inadvertently been left blank. The Landlord's Agent indicated that the application should have indicated that the arrears owing should have been \$987.50 for the period of November 1, 2025, through November 30, 2025, the same as reflected on the N4 notice of termination ("N4 notice").
2. The Landlord's Agent provided that the amended application was provided to the Tenant personally on January 27, 2026.
3. I am satisfied that the amendment is appropriate. I am satisfied the Tenant had notice of the amendment request. I am satisfied that the amendment is not prejudicial to the Tenant as it brings the application in line with the N4 notice which the Tenant had proper notice of. Finally, the amendment is the most effective use of Board resources.

4. As such the application shall be amended to reflect that the arrears owing for November 1, 2025, through November 30, 2025 are \$987.50.

The Application

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$1,153.12. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$37.91. This amount is calculated as follows: $\$1,153.12 \times 12$, divided by 365 days.
9. The Tenant has paid \$1,345.07 to the Landlord since the application was filed.
10. The rent arrears owing to February 28, 2026, are \$3,078.08.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.
13. The Landlord's Agent provided that he had received confirmation that the Tenant was receiving funds to pay the arrears and was open to a delayed eviction to March 31, 2026, to give the Tenant time to allow for that to happen.
14. The Landlord's Agent provided that they were unaware of any other circumstances of the Tenant that would support denying or delaying eviction further. The Tenant did not attend the hearing to give evidence of their circumstances, or to dispute the Landlord's application.
15. As such, 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 March 31, 2026, pursuant to subsection 83(1)(b) of the Act. This will allow the Tenant time to pay the arrears in full.

It is ordered that:

1. The tenancy between the Landlord 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 Landlord or to the LTB in trust:**
 - \$3,264.08 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$4,417.20 if the payment is made on or before March 31, 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 March 31, 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 March 31, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,300.51. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$37.91 per day for the use of the unit starting February 6, 2026, until the date the Tenant moves out of the unit.
 7. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant 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 19, 2026
Date Issued

Nicole Pedron
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	\$4,423.15
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,345.07
Total the Tenant must pay to continue the tenancy	\$3,264.08

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 31, 2026	\$5,576.27
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,345.07
Total the Tenant must pay to continue the tenancy	\$4,417.20

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

Rent Owing To Hearing Date	\$3,459.58
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,345.07
Total amount owing to the Landlord	\$2,300.51
Plus daily compensation owing for each day of occupation starting February 6, 2026	\$37.91 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	