



Order under Section 69 Residential Tenancies Act, 2006

Citation: Murdoch v Tibbo, 2026 ONLTB 16202

Date: 2026-02-19

File Number: LTB-L-104108-25

In the matter of: Unit/rRoom #7, 195 Nottawasaga
Orillia ON L3V3K2

Between: Sarah Murdoch on behalf of the Estate of Donna Ebbs Landlord

And

Eddie Tibbo Tenants
Christine Tibbo

Sarah Murdoch (the 'Landlord') applied for an order to terminate the tenancy and evict Eddie Tibbo and Christine Tibbo (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 17, 2026. The Landlord's Agent, Sarah Murdoch, and the second-named Tenant attended the hearing.

Determinations:

Preliminary Issue:

1. The Landlord raises that she is the Executor of the Will for Donna Ebbs, who was the owner of the property. As such, she was appointed to manage the financial matters of the estate. She provided a copy of the death certificate which indicates the Landlord died on April 26, 2025, and the relevant page of the will which shows her appointment as executor.
2. This was not challenged by the Tenant.
3. The definition of landlord in section 2 of the Residential Tenancies Act ('the Act'), states:
 - (a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit,
 - (b) the **heirs, assigns, personal representatives** and successors in title of a person referred to in clause (a), and

(c) a person, other than a tenant occupying a rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent;

[Emphasis added]

4. Given the definition of landlord, I am satisfied that the Landlord's Agent may bring a claim against the Tenants on behalf of the Landlord.
5. The Board may amend applications on its own motion. As the application was brought only in the Executor's name, but the Executor is acting as the Landlord's Agent for the Estate, I have amended the application to reflect the Estate as a party to this application. I can find no prejudice to either party to this amendment.

Landlord's L1 Application

6. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
7. As of the hearing date, the Tenants were still in possession of the rental unit.
8. The lawful rent is \$1,300.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$42.74. This amount is calculated as follows: \$1,300.00 x 12, divided by 365 days.
10. The Tenants have not made any payments since the application was filed.
11. The rent arrears owing to February 28, 2026, are \$12,400.00.
12. The Tenant disputes that this amount has not been paid stating that the Landlord had been paid in cash. The Tenant also stated that there had not been a problem with paying the prior Landlord by e-transfer; it was that the Landlord's Agent demanded they pay cash for their rent.
13. The standard of proof in proceedings before this Board is "proof on a balance of probabilities." By that standard, the party bearing the burden of proof must show with evidence that, "more likely than not", their assertions are true.
14. The Tenant could not provide any evidence one might expect in these circumstances, such as bank statements, receipts, etc., to substantiate the fact that payments had been made in cash to the Landlord's Agent. Therefore, I do not find the Tenants met their onus of proof that it is more likely than not that they paid the Landlord's Agent in cash for the rent payments.

16. Further, the Tenant's evidence lacks credibility. She stated that prior to the Landlord's death, they had always paid via e-transfer, and there was no issue with this. However, when reviewing the N4, the arrears began to accumulate in March 2025, two months prior to the Landlord's death. If the Tenant's statement is correct, that is that they always paid by e-transfer to the old Landlord and had no problems with this, then it does not accord the arrears began to accumulate before the Landlord passed away.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. There is no last month's rent deposit.
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 March 9, 2026, pursuant to subsection 83(1)(b) of the Act. The parties agreed that two weeks to terminate the tenancy is appropriate. I can see no reason to vary their request.

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:**
 - \$12,586.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$13,886.00 if the payment is made on or before March 9, 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 9, 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 Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before March 9, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$12,012.58. 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 Tenants shall also pay the Landlord compensation of \$42.74 per day for the use of the unit starting February 18, 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 9, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 10, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 9, 2026, then starting March 10, 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 March 10, 2026.

February 19, 2026
Date Issued

Jane Dean
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 10, 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	\$12,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,586.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 9, 2026

Rent Owing To March 31, 2026	\$13,700.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,886.00

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

Rent Owing To Hearing Date	\$11,826.58
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$12,012.58
Plus daily compensation owing for each day of occupation starting February 18, 2026	\$42.74 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	