



Order under Sections 87 and 89 Residential Tenancies Act, 2006

File Number: LTB-L-069160-25

In the matter of: 3900 SAVOY ST
LONDON ON N6P0H9

Between: 2380314 Ontario Inc Landlord

And

Hayden M Doxtator-Lucas Tenants
Autumn T Doxtator-Lucas

2380314 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Hayden M Doxtator-Lucas, Autumn T Doxtator-Lucas (the 'Tenants') because the Landlord believes that the Tenants abandoned the unit.

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

On consent of the parties, the application is amended to replace the Landlord's abandonment application under section 79 of the *Residential Tenancies Act, 2006* (the 'Act') and to replace it with an application under section 87 of the Act for non-payment of rent.

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

The Landlord's agent, Rahim Charania, and both Tenants attended the hearing. Also present were Tabitha Macarthur, the Tenants support person, and Melissa Doxtator, the Tenant's other support person.

After much deliberation and consideration by all parties, the parties requested the following order on consent. I am satisfied that the parties understood the consequences of their joint submissions.

Determinations:

1. The party listed as Oneida Nation of the Thames, and Melissa Doxtator and Tabitha Macarthur, are all removed as respondents from the application as they are not Tenants. At no point during this tenancy were these parties lease holding Tenants.
2. They were never entitled to occupy the rental unit, and they did not sign the tenancy agreement as guarantors for the Tenants. For the purposes of the tenancy, they were supportive of ensuring the Tenants paid ongoing housing charges and they acted as intermediary between the Landlord and Tenants. Even if they were guarantors, which I do not find they are, the Board has no jurisdiction to make any order against a guarantor.

The parties agree that:

3. The Tenants vacated the rental unit on July 28, 2025 despite being in a lease term until September 30, 2025. They did not provide the Landlord with proper notice to terminate their tenancy at the end of the lease term and there was no agreement to terminate the tenancy.
4. The Tenants did not pay the rent they were required to pay from August 1, 2025 to September 30, 2025 and there was no last month's rent deposit.
5. The monthly rent was \$2,800.00 per month and the Tenants owe to the Landlord \$5,600.00 in rent arrears.
6. The Landlord incurred \$9,661.50 for damages caused to the rental unit by the police during a SWAT raid on March 23, 2025 and for damages to the rental unit that were discovered after the Tenants vacated the rental unit.
7. The total amount requested by the Landlord is \$15,261.50.
8. The Tenants disputed this amount relating to the damage cost. The Landlord agreed to reduce the total amount owing by \$2,614.00 and the Tenants agreed to pay this amount over a period of 24 months starting February 28, 2026 and on the last day of each month until the balance is paid in full.'
9. The Total amount that the Tenants owe to the Landlord for damage costs and unpaid rent is therefore \$12,647.50 as agreed.
10. If the Tenants do not make the monthly payments to the Landlord by the last day of each month, then interest will start to accrue on the balance outstanding at a rate of 4.00% annually starting the day after the date of default.
11. This order resolves all issues between the parties relating to the tenancy.

On consent, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of September 30, 2025.

2. The Tenants shall pay to the Landlord \$12,647.50, which represents the reasonable costs of repairing the damaged property and for unpaid rent for the period ending September 30, 2025.
3. The Tenants shall pay to the Landlord the amount required to be paid under paragraph 2 of this order by making regular monthly minimum payments of \$527.00 on or by the last day of each month starting February 28, 2026 for a period of 23 months until the total balance is paid in full. The last payment on the 24th month (January 31, 2028) is \$526.50.
4. If the Tenants do not pay the Landlord the regular monthly payments on or by the last day of each month, then upon default, the Tenants will start to owe interest. This will be simple interest calculated from the day after default at 4.00% annually on the balance outstanding.
5. This order resolves all issues relating to the tenancy between the parties.

February 27, 2026
Date Issued

Terri van Huisstede
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.