



Order under Section 69 Residential Tenancies Act, 2006

Citation: 9177698 Canada Inc. v McPhee, 2026 ONLTB 6659

Date: 2026-02-25

File Number: LTB-L-089733-25

In the matter of: 3, 188 Henry St
Trenton ON K8V3V3

Between: 9177698 Canada Inc. Landlord

And

James McPhee Tenants
Cheryl Derrett

9177698 Canada Inc. and 9177698 Canada Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict James McPhee and Cheryl Derrett (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 14, 2026.

The Landlord's Representative, Agnieszka Czajkowski, and the Tenants attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,600.00. It is due on the 3rd day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$52.60. This amount is calculated as follows: \$1,600.00 x 12, divided by 365 days.
5. The Tenants have paid \$1,600.00 to the Landlord since the application was filed.
6. The parties agree that the rent arrears owing to February 2, 2026, is \$8,000.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$1,600.00 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.
9. Interest on the rent deposit, in the amount of \$51.14 is owing to the Tenants for the period from September 16, 2024, to January 14, 2026.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Tenant, Cheryl Derette (CD), testified that they have been without hydro since August 2025. CD testified that the Landlord has not paid the hydro bill from a previous tenancy from 2022-2023, which has caused hydro to cut off power at the rental unit. The Landlord refuses to pay the \$1,575.00 bill and the Tenants are suffering. This is causing them to spend on additional expenses like butane to heat water and food costs are high as they have no electricity. The Landlord's actions have led to the arrears.
12. The Landlord's Legal Representative stated that the Landlord is aware of the issue, but Hydro One is refusing to provide the Landlord any information as the bills are in the Tenants' name from their previous tenancy at a different rental unit. The Landlord is unable to resolve the issue without the Tenants' assistance, and they have failed to communicate with the Landlord.
13. The Tenants deny the Landlord's claim and state that they have never had a previous Hydro One account, and the bill is in the name of Shane McDonald who was a Tenant of the rental unit before them. The Tenants provided a copy of the bill as post-hearing submissions.
14. The bill provided by the Tenants lists only their names as recipients. The Landlord or a previous Tenant is not mentioned on any of the bills. I do not find that the Tenants have been able to prove to me under s.83 that I must delay or deny eviction because the Landlord is in serious breach of the Landlord's responsibilities under this Act or of any material covenant in the tenancy agreement.
15. The Tenant did state that they need some time to move out as they have limited means. I find that due to a delay in issuing the order, the Tenants have had enough time to find alternate accommodation or find resources to pay off the arrears. No further relief is being granted.

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:**

- \$9,786.00 if the payment is made on or before March 2, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$11,386.00 if the payment is made on or before March 8, 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 8, 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 8, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,566.06. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$52.60 per day for the use of the unit starting January 15, 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 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 9, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before March 8, 2026, then starting March 9, 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 9, 2026.

February 25, 2026

Date Issued

Sheena Brar

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 9, 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 March 2, 2026

Rent Owing To March 2, 2026	\$11,200.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,600.00
Total the Tenant must pay to continue the tenancy	\$9,786.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 8, 2026

Rent Owing To April 2, 2026	\$12,800.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,600.00
Total the Tenant must pay to continue the tenancy	\$11,386.00

A. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$8,631.20
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$1,600.00
Less the amount of the last month's rent deposit	- \$1,600.00
Less the amount of the interest on the last month's rent deposit	- \$51.14
Total amount owing to the Landlord	\$5,566.06
Plus daily compensation owing for each day of occupation starting January 15, 2026	\$52.60 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	