



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-105168-25

In the matter of: Unit C, 605 HAMILTON RD
LONDON ON N5Z1S8

Between: Shane Tryon Landlord

And

Jerrah Hoffman Tenant

Shane Tryon (the 'Landlord') applied for an order to terminate the tenancy and evict Jerrah Hoffman (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 23, 2026.

The Landlord's Agent Callista Tryon, the Tenant Jerrah Hoffman, and the Tenant's Support Person Shanon Squire attended the hearing.

Determinations:

The Tenant's request to raise tenant's rights issues

1. At the hearing, the Tenant requested to raise issues related to tenant's rights pursuant to section 82 of the Residential Tenancies Act, 2006, S.O. 2006, c.17 (the 'Act'), which provides that at a hearing of a Landlord's application for non-payment of rent and which requests eviction of a tenant, a Tenant may raise any issue that could otherwise be the subject of a Tenant's application.
2. However, the Act and the Board's Rules of Procedure (the Rules) also require that the Tenant either give written notice to the Landlord and the Board at least 7 days before the hearing, along with copies of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing, or give an explanation satisfactory to the Board explaining why they could not comply with those requirements. The Rules further provide that where a Tenant fails to meet the requirements outlined above, the Tenant shall not be permitted to raise issues under sections 82(1) or 87(2) of the Act.
3. It was uncontested that the Tenant failed to notify either the Landlord or the Board of their intent to raise issues under section 82 of the Act in writing at least 7 days prior to the hearing. Further, the Tenant failed to provide any satisfactory reason as to why they could not comply with those requirements. Accordingly, I denied the Tenant's request.

The Landlord's application for rent arrears

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$1,725.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$56.71. This amount is calculated as follows: \$1,725.00 x 12, divided by 365 days.
8. The Tenant has paid \$1,198.00 to the Landlord since the application was filed.
9. The rent arrears owing to February 28, 2026, are \$6,201.00. This was undisputed at the hearing.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,725.00 from the Tenant 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.
12. Interest on the rent deposit, in the amount of \$38.51 is owing to the Tenant for the period from February 1, 2025, to February 23, 2026.

Relief from eviction

13. The Tenant did not make any specific request for relief from eviction under subsection 83(1) of the Residential Tenancies Act, 2006 (the "Act"). Despite being given multiple opportunities during the hearing to provide submissions on section 83, the Tenant declined to do so.
14. The hearing proceeded with the Tenant initially participating and confirming the arrears set out in the application. However, when invited to address section 83 and provide closing submissions, the Tenant became disruptive, used inappropriate language, and refused to participate further in the hearing process.
15. I am satisfied that the Tenant was given a full and fair opportunity to participate in the hearing, including the opportunity to make submissions regarding relief from eviction. I further note that the Tenant had a support person present with them throughout the hearing. The Tenant's decision not to participate further does not prevent the Board from proceeding to determine the application on the evidence before it.

16. Moreover, the evidence before me does not support granting relief. The Tenant acknowledged that rent was not paid for several months despite receiving funds intended for rent and did not take steps to ensure that those funds were remitted to the Landlord after becoming aware of the arrears. The arrears are significant and there is no evidence of a viable plan to repay them.
17. Accordingly, I have considered all of the disclosed circumstances in accordance with the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:**
 - \$6,387.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$8,112.00 if the payment is made on or before March 9, 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 9, 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 9, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,202.82. 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 \$56.71 per day for the use of the unit starting February 24, 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 9, 2026, the Tenant 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 26, 2026
Date Issued

Kyle Anderson
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	\$7,399.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,198.00
Total the Tenant must pay to continue the tenancy	\$6,387.00

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	\$9,124.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,198.00
Total the Tenant must pay to continue the tenancy	\$8,112.00

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

Rent Owing To Hearing Date	\$6,978.33
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,198.00
Less the amount of the last month's rent deposit	- \$1,725.00
Less the amount of the interest on the last month's rent deposit	- \$38.51
Total amount owing to the Landlord	\$4,202.82
Plus daily compensation owing for each day of occupation starting February 24, 2026	\$56.71 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

