



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-106245-25

In the matter of: 2020 ST CLAIR PKY
COURTRIGHT ON N0N1H0

Between: Daniel Prescott Landlord

And

Brett Roberts Tenant

Daniel Prescott (the 'Landlord') applied for an order to terminate the tenancy and evict Brett Roberts (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 25, 2026.

The Landlord, the Landlord's Legal Representative, Theodore Smith and the Tenant attended the hearing.

Determinations:

Rent Increases

1. The Tenant sought to raise a preliminary issue with regards to rent increases charged by the Landlord. However, the rent since the outset of the tenancy as set out in the lease agreement is \$1,400.00 and the parties agreed to the arrears owing to July 31, 2025 in LTB-L-039666-25 and that order has not been reviewed.
2. The Tenant also states that he did not receive the Landlord's N1 notice increasing the rent to \$1,435.00 effective August 1, 2025. The Landlord's Legal Representative submitted into evidence the N1 notice dated April 16, 2025 increasing the rent to \$1,435.00 effective August 1, 2025. The Landlord's Legal Representative submits that he was the one who served the N1 notice by mailing it to the Tenant's rental unit on April 16, 2025, deemed served on April 21, 2025. Based on the evidence before me, I am satisfied that the Tenant has been properly served with the N1 notice.

L1 Application – Non-Payment of Rent

3. 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.

4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$1,435.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$47.18. This amount is calculated as follows: \$1,435.00 x 12, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to February 28, 2026 are \$8,610.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,400.00 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.
11. Interest on the rent deposit, in the amount of \$163.07 is owing to the Tenant for the period from October 19, 2019 to February 25, 2026.
12. 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 20, 2026 pursuant to subsection 83(1)(b) of the Act.
13. The Tenant testified that he is able to pay the arrears owing to March 31, 2026 by March 20, 2026 and I find that it would not be unfair to grant a brief postponement of eviction to March 20, 2026 to allow the Tenant a few more days 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:**
 - \$10,231.00 if the payment is made on or before March 20, 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 20, 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 20, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,977.43. 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 \$47.18 per day for the use of the unit starting February 26, 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 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 21, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 20, 2026, then starting March 21, 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 21, 2026.

March 4, 2026
Date Issued

Christopher Lin
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 21, 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 20, 2026

Rent Owing To March 31, 2026	\$10,045.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,231.00

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

Rent Owing To Hearing Date	\$8,354.50
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,400.00
Less the amount of the interest on the last month's rent deposit	- \$163.07
Total amount owing to the Landlord	\$6,977.43
Plus daily compensation owing for each day of occupation starting February 26, 2026	\$47.18 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	