



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-001570-26

In the matter of: #24, 1625 CHARLES ST
WHITBY ON L1N1C1

Between: 1625 Charles Street Inc. Landlord

And

Jessica Eyre Tenant

1625 Charles Street Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Eyre (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

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

Only the Landlord's Legal Representative, Suzanne Diamond attended the hearing.

As of 1:52 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application – Non-Payment of Rent

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,619.35. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$53.24. This amount is calculated as follows: $\$1,619.35 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$5,355.44.
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 \$1,350.00 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.
9. Interest on the rent deposit, in the amount of \$202.51 is owing to the Tenant for the period from December 1, 2017 to February 25, 2026.

L2 Application – Persistent Late Payment of Rent

10. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 10 out of 12 times between December 1, 2024 and November 30, 2025, in accordance with the following schedule:

Date Rent Due	Date Paid
December 1, 2024	January 4, 2025
January 1, 2025	February 4, 2025
February 1, 2025	February 21, 2025
March 1, 2025	March 20, 2025
April 1, 2025	May 15, 2025
May 1, 2025	June 2, 2025
June 1, 2025	July 3, 2025
July 1, 2025	August 1, 2025
August 1, 2025	August 29, 2025
September 1, 2025	November 28, 2025

Relief from Eviction

11. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

12. As of the date the N8 notice was served, the rent was not paid in full for the months of October 2025 and November 2025. Since filing the application, the Tenant has failed to pay the rent for December 2025 through to February 2026.
13. I was not aware of any of the Tenant's circumstances that would give rise to a reason to delay or deny eviction and the Tenant was not present to tell me about any of their circumstances. Based on the uncontested submissions of the Landlord, I find that it would be unfair to grant relief from eviction.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 17, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$3,700.58. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$53.24 per day for the use of the unit starting February 26, 2026 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 18, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before March 17, 2026, then starting March 18, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 18, 2026.

March 6, 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 of the Tenant expires on September 18, 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 as the tenancy is terminated

Rent Owing To February 25, 2026	\$5,067.09
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$1,350.00
Less the amount of the interest on the last month's rent deposit	-\$202.51
Total amount owing to the Landlord	\$3,700.58
Plus daily compensation owing for each day of occupation starting February 26, 2026	\$53.24 (per day)