



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-001271-26

In the matter of: 3, 26 KING ST
DRYDEN ON P8N1B3

Between: Ontario Aboriginal Housing Services Landlord

and

Grant Wood Tenant

Ontario Aboriginal Housing Services (the 'Landlord') applied for an order to terminate the tenancy and evict Grant Wood (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

Only the Landlord's agent, Angela Parenteau, attended the hearing.

As of 9:38 a.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:

1. The copy of the Notice to End Tenancy Early for Non-payment (N4 Notice) that the Landlord uploaded to the Tribunals Ontario Portal (TOP) was not signed.
2. At the hearing, the Landlord's Agent testified this was an error and the copy of the N4 Notice that was provided to the Tenant was signed. The Landlord's Agent uploaded a copy of the signed N4 Notice that was served on the Tenant to the TOP. Based on the Landlord's Agent's uncontested evidence and review of the newly uploaded N4 Notice, we were satisfied the Landlord served the Tenant with a signed copy of the N4 Notice.
3. The Landlord served the Tenant with a valid 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 \$1,244.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$40.90. This amount is calculated as follows: \$1,244.00 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 \$12,440.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.

Relief from Eviction

11. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenant to pay off all outstanding amounts and void the order.
12. The Landlord's Agent testified the Landlord has reached out to the Tenant to negotiate a payment plan; but, the Tenant has not responded. The Landlord's Agent was not aware of any reason to delay or deny eviction.
13. As the Tenant was not present or represented no other circumstances were presented.
14. We 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.

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:**
 - \$13,870.00 if the payment is made on or before March 13, 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 13, 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 13, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,363.60. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$40.90 per day for the use of the unit starting February 25, 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 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 14, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 13, 2026, then starting March 14, 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 14, 2026.

March 2, 2026
Date Issued

Harpreet Rindi
Member, Landlord and Tenant Board

Rebecca Case
Vice Chair, 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 14, 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 13, 2026

Rent Owing To March 31, 2026	\$13,684.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,870.00

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

Rent Owing To Hearing Date	\$12,177.60
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$12,363.60
Plus daily compensation owing for each day of occupation starting February 25, 2026	\$40.90 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	