



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

File Number: LTB-L-089940-25

In the matter of: 161 ARBOUR GLEN CRES
LONDON ON N5Y2A4

Between: Shopwise Holdings Ltd. c/o Vantage Property Management Ltd. Landlord

And

Alexander Prieur Tenant
Rachel Wilson

Shopwise Holdings Ltd. c/o Vantage Property Management Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Alexander Prieur and Rachel Wilson (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 January 22, 2026.

Only the Landlord's agent Brenleigh Knuetson and the Landlord's legal representative Robert Rose attended the hearing.

As of 9:45 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:

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 \$1,864.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$61.28. This amount is calculated as follows: $\$1,864.00 \times 12$, divided by 365 days.
5. The Tenant has paid \$4,020.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$3,392.00.
7. The Landlord collected a rent deposit of \$1,695.00 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.
8. Interest on the rent deposit, in the amount of \$140.00 is owing to the Tenant for the period from September 13, 2022 to January 22, 2026.

L2 Application – Persistent Late Payment of Rent

9. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent was not paid on or before the date it was due 14 times in the 18 months (May 2024 to October 2025) preceding the service of an N8 Notice on the Tenant on October 24, 2025. This finding is based on a ledger (which was attached to the N8 Notice served to the Tenant) provided by the Landlord at the hearing.
10. Between the date of the notice and the date of the hearing, the Tenant has continued to pay their rent late. In November 2025, the only rent payment made was on November 3, 2025. In December 2025, no rent payment was made. In January 2026, the Tenant made a partial rent payment on January 5, 2026, with no payment of the remaining balance as of the hearing date.

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. The Landlord is not aware of any circumstances that would justify relief from eviction.
13. The Landlord is entitled to receive rent on the date it is due. In the absence of any testimony or evidence presented by the Tenants, I can only infer from the evidence that they have neglected to take their obligation to pay rent on time seriously. Their pattern of behaviour is long-standing, and their behaviour has not been corrected despite the service of multiple notices by the Landlord related to the timely payment of rent.
14. As such, no relief from eviction is warranted in this case and the tenancy is terminated in accordance with the order below.

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. 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 \$1,041.16. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$61.28 per day for the use of the unit starting January 23, 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

Jeremy Henderson
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 January 22, 2026	\$6,896.16
Less the amount the Tenant paid to the Landlord since the application was filed	-\$4,020.00
Less the amount of the last month's rent deposit	-\$1,695.00
Less the amount of the interest on the last month's rent deposit	-\$140.00
Total amount owing to the Landlord	\$1,041.16
Plus daily compensation owing for each day of occupation starting January 23, 2026	\$61.28 (per day)