



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

**File Number:** LTB-L-109368-25

**In the matter of:** 2, 220 Mitton St. S.  
Sarnia ON N7T3E1

**Between:** Eric G. Duahn Landlord

**And**

Quentin Carrick Tenants  
Cherie Courtis

Eric G. Duahn (the 'Landlord') applied for an order to terminate the tenancy and evict Quentin Carrick and Cherie Courtis (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 9, 2026.

The Landlord and the Tenants attended the hearing.

**Determinations:**

**Preliminary issues:**

*Adjournment Request Denied*

1. The second named Tenant requested an adjournment as she was not feeling well, as she indicated she had pneumonia and has other medical issues. She also asked for an adjournment as the Board did not provide her with a PIN number.
2. Board records show that the Notice of Hearing and the L1 Application was mailed to the second named Tenant on February 8, 2026. The Tenant did not demonstrate whether or not she made any attempts to obtain a PIN number prior to the hearing, except asking for an adjournment on the hearing date to obtain one.
3. There was no request to adjourn the matter prior to the hearing date. There was no consent from all the parties to adjourn the hearing. There was no medical evidence presented to me which would otherwise demonstrate the second named Tenant would be unable to participate in the hearing. The Tenant failed to demonstrate how not granting an adjournment would be prejudicial to her. For all these reasons, the adjournment request is denied.

### *Section 82 Issues*

4. The second named Tenant intended to bring forth issues under s. 82 of the *Residential Tenancies Act, 2006*, (the 'Act'), however they failed to properly serve any documents or evidence to the Landlord or to the Board in accordance with the 7-day LTB disclosure rule. Therefore, the s. 82 issues were not heard. The Tenant was advised after the hearing she could file her own separate application about these issues with the board.

### *The First Named Tenant is a Tenant under the Act*

5. The tenancy began in August of 2025 with both parties listed as joint Tenants. The first named Tenant indicated he moved out of the rental unit a few months ago. He stated at the hearing he never formally notified the Landlord that he vacated the rental unit until appearing at the hearing. It was unclear if the first named Tenant was raising a preliminary issue as to whether or not he was still a Tenant, as he hung up and did not return as these submissions were being made.
6. Based on the evidence before me, the tenancy is a joint tenancy, neither Tenant notified the Landlord of the first named Tenant vacating, and the tenancy was not terminated in accordance with the Act. Therefore, both Tenants remain Tenants in accordance with the Act and are jointly liable for the rent arrears.

### *Board Costs Issued Against the First Named Tenant*

7. During the hearing, the first named Tenant, Quentin Carrick, was interrupting me when I spoke. The first named Tenant was warned not to interrupt the proceedings. After warning the first named Tenant again not to interrupt by way of laughing or making inappropriate comments, the first named Tenant said to me, "I do not give a (expletive) Lady warn this", then when I attempted to address the comment, he said, "I do not give a (expletive), goodbye". I advised the first named Tenant I was ordering Board costs against him, and he proceeded to say he was not paying anything. The first named Tenant hung up shortly after and did not participate for the remainder of the hearing.
8. Section 204(3) of the Act provides that the Board may order a party to pay costs to the Board. And section 204(4) of the Act provides that an order for costs shall be determined in accordance with the Rules. The Board's Interpretation Guideline 3: Costs, clarifies that a member has discretion to order costs, "When a party or their agent or legal representative acts improperly or unreasonably in a proceeding, the Board may order one or more of them to pay to the Board an amount that will partly cover the expenses that the Board has incurred as a result of that conduct".
9. The Guideline provides that unreasonable conduct includes acting contemptuously toward the Member or showing a lack of respect for the process or the Board, and failing to follow the directions of the Member or upsetting the orderly conduct of the hearing. Although the Guidelines are not binding on me, I do find them persuasive and do not see any reason to depart from the Guideline in this matter.
10. Here, the first named Tenant was acting improperly and unreasonably during the proceeding. The first named Tenant showed a complete lack of decorum and respect for

the process by acting in such a manner that was distracting from the hearing process and toward myself. As such, the first named Tenant shall be ordered to pay \$50.00 to the Board for costs.

### *L1 Application*

11. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
12. As of the hearing date, the Tenants were still in possession of the rental unit.
13. The lawful rent is \$1,395.00. It is due on the 1st day of each month.
14. Based on the Monthly rent, the daily rent/compensation is \$45.86. This amount is calculated as follows: \$1,395.00 x 12, divided by 365 days.
15. The Tenants have paid \$1,395.00 to the Landlord since the application was filed.
16. The rent arrears owing to March 31, 2026, are \$3,487.50.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. The Landlord collected a rent deposit of \$1,395.00 from the Tenants 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.
19. Interest on the rent deposit, in the amount of \$5.54 is owing to the Tenants for the period from December 31, 2025, to March 9, 2026.

### *Relief from Eviction*

20. The Landlord is requesting an 11-day standard order. The Landlord indicates he is in financial difficulty as he relies on the rent to pay all the bills associated with the rental unit, including a large upcoming utility bill he has to pay. The Landlord says he has been trying to work with the Tenants and their social workers however the rent arrears continue to accrue.
21. The first named Tenant had hung up by the time relief from eviction was being addressed. The second named Tenant would like to remain in the rental unit. The second named Tenant is on a fixed income, and now that she is the lone occupant, this is the only source of income she has to pay the rent. The rent arrears began after the first named Tenant moved out of the rental unit. The second Tenant has continued paying her half of the monthly rent except for the month of March 2026. The money she has from her fixed income is not enough to pay for the monthly rent. Therefore, this tenancy is not viable. The Tenant is also experiencing some health issues.

22. In balancing the prejudice experienced on both the Landlord and the Tenant, I am prepared to extend the date of termination to afford the Tenant the opportunity more time to find an alternate rental unit.
23. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlord attempted to negotiate a repayment agreement with the Tenants and find that it would not be unfair to postpone the eviction until April 15, 2026, pursuant to subsection 83(1)(b) of the Act.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$3,673.50 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$5,068.50 if the payment is made on or before April 15, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after April 15, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before April 15, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$1,290.70. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$45.86 per day for the use of the unit starting March 10, 2026, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before April 15, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 16, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 15, 2026, then starting April 16, 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 April 16, 2026.
10. The first named Tenant, Quentin Carrick, shall pay \$50.00 to the LTB on or before April 15, 2026.

**March 12, 2026**  
**Date Issued**

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Paula West Oreskovich  
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.

The fine/cost can be paid by money order, bank draft or certified cheque, only, payable to the "Minister of Finance". This can be mailed/couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 16, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026**

|                                                                                         |                   |
|-----------------------------------------------------------------------------------------|-------------------|
| Rent Owing To March 31, 2026                                                            | \$4,882.50        |
| Application Filing Fee                                                                  | \$186.00          |
| <b>Less</b> the amount the Tenants paid to the Landlord since the application was filed | - \$1,395.00      |
| <b>Total the Tenants must pay to continue the tenancy</b>                               | <b>\$3,673.50</b> |

**B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before April 15, 2026**

|                                                                                         |                   |
|-----------------------------------------------------------------------------------------|-------------------|
| Rent Owing To April 30, 2026                                                            | \$6,277.50        |
| Application Filing Fee                                                                  | \$186.00          |
| <b>Less</b> the amount the Tenants paid to the Landlord since the application was filed | - \$1,395.00      |
| <b>Total the Tenants must pay to continue the tenancy</b>                               | <b>\$5,068.50</b> |

**C. Amount the Tenants must pay if the tenancy is terminated**

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$3,900.24           |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Less</b> the amount the Tenants paid to the Landlord since the application was filed                             | - \$1,395.00         |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$1,395.00         |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                             | - \$5.54             |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$1,290.70</b>    |
| Plus, daily compensation owing for each day of occupation starting March 10, 2026                                   | \$45.86<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |