



**Order under Section 21.2
of the Statutory Powers Procedure Act
and the Residential Tenancies Act, 2006**

Citation: Hayes v Cook, 2026 ONLTB 22457

Date: 2026-03-19

File Number: LTB-L-036008-25-RV

In the matter of: Downstairs Unit 1, 70 MCDOUGALL RD
MCDOUGALL ON P2A0B3

Between: Christina Hayes Landlord

And

Ian Cook Tenant

Review Order

Christina Hayes (the 'Landlord') applied for an order to terminate the tenancy and evict Ian Cook (the 'Tenant') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

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

This application was resolved by order LTB-L-036008-25 issued on October 2, 2025.

On December 3, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On December 4, 2025, interim order LTB-L-036008-25-RV-IN was issued, staying the order issued on October 2, 2025.

This application was heard by videoconference on December 18, 2025.

The Landlord and the Tenant attended the hearing.

Determinations:

1. The Tenant alleges that the order issued October 2, 2025, contains a serious error, as the Landlord had put a stop payment on the cheque she had given to the Tenant to satisfy the compensation requirements of the *Residential Tenancies Act, 2006* (the 'Act').

2. The Tenant is asking that the Board order the Landlord to pay to him the \$820.00 he is owed in accordance with the order, wherein the Landlord had agreed that compensation had been paid.
3. The Landlord entered into evidence an e-mail from September 25, 2025, in which the Tenant's Legal Representative had sent an e-mail to the Landlord's Legal Representative, advising him that the Tenant had ripped up the cheque as agreed to in a side-agreement.
4. The agreement outlines that the Tenant would pay rent for the month of October 2025, but that rent would be waived for the months of November, December, January and February. The Landlord submitted that she believed that the compensation had been tied into the agreement concerning the waiving of the rent for these months.
5. On the basis of the submissions made in the request, I am satisfied that there was a serious error in the proceeding wherein the Landlord put a stop-payment on the compensation cheque, after having agreed in the order that compensation was paid.
6. The compensation portion of the order does not reference clause 5 of the order and as such, in my view were not connected to one another but formed separate parts of the same order.
7. It appeared to me that both parties may have been confused about the agreement by their respective legal representatives and may need to be resolved in another forum.

It is ordered that:

1. The request to review order LTB-L-036008-25 issued on October 2, 2025, is granted. The order is amended as follows:
2. On or before March 31, 2026, the Landlord shall pay to the Tenant \$820.00 for compensation with respect to s. 48.1 of the Act.
3. If the Landlord does not pay the Tenant the full amount owing on or before March 31, 2026, the Landlord will start to owe interest. This will be simple interest calculated from April 1, 2026, at 4.00% annually on the balance outstanding.
4. The stay of the order is lifted as of March 31, 2026.

March 19, 2026
Date Issued

Jagger Benham
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.