



Order under Section 21.1 of the Statutory Powers Procedure Act and Section 69 of the Residential Tenancies Act, 2006

File Number: LTB-L-082815-25-RV

In the matter of: A, 316 SHANTY BAY RD
BARRIE ON L4M1E7

Between: Peter Davies Landlord

And

Merrilyn Seguin Tenant

Review Order

Peter Davies (the 'Landlord') applied for an order to terminate the tenancy and evict Merrilyn Seguin (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-082815-25 issued on January 7, 2026.

On February 6, 2026, the Tenant requested a review of the order.

The request was heard by videoconference on March 11, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Review

1. The Tenant's request for a review is based on the grounds of being not reasonably able to participate in the proceedings.
2. At the review hearing the Tenant testified she did not receive the Notice of Hearing for the hearing that was held on December 18, 2025 nor did she receive the order issued on January 7, 2026.
3. The Board's records show the Notice of Hearing was sent to the Tenant by regular mail on November 19, 2025. The package was not returned by Canada Post.
4. In *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708, the Divisional Court held that "being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less."

5. Interpreting this situation broadly, I find that the Tenant was not reasonably able to participate in the proceedings. The fact that the Notice of Hearing package was not returned by Canada Post does not necessarily mean that the Tenant received the package, especially in the face of the Tenant's testimony to the contrary.
6. For the reasons above, at the hearing I granted the Tenants' request for a review. A hearing of the Landlord's application proceeded *de novo*.

L1 Application

7. 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.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$2,150.00. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$70.68. This amount is calculated as follows: \$2,150.00 x 12, divided by 365 days.
11. The Tenant has paid \$8,200.00 to the Landlord since the application was filed.
12. The rent arrears owing to March 31, 2026 are \$5,000.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$2,150.00 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.
15. Interest on the rent deposit, in the amount of \$26.22 is owing to the Tenant for the period from August 12, 2025 to March 11, 2026.
16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
17. The Landlord sought a standard voidable termination order. The Tenant testified she intends to have all arrears paid within the next few days (from the date of the hearing). Therefore, the Landlord's request for a standard voidable termination order is granted.

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:

- \$5,186.00 if the payment is made on or before March 29, 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 29, 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 29, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$1,637.26. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$70.68 per day for the use of the unit starting March 12, 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 29, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 30, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 29, 2026, then starting March 30, 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 30, 2026.

March 18, 2026
Date Issued

Elena Jacob
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 expires on September 30, 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 29, 2026

Rent Owing To March 31, 2026	\$13,200.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$8,200.00
Total the Tenant must pay to continue the tenancy	\$5,186.00

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

Rent Owing To Hearing Date	\$11,827.48
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$8,200.00
Less the amount of the last month's rent deposit	- \$2,150.00
Less the amount of the interest on the last month's rent deposit	- \$26.22
Total amount owing to the Landlord	\$1,637.26
Plus daily compensation owing for each day of occupation starting March 12, 2026	\$70.68 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	