



Order under Section 69 Residential Tenancies Act, 2006

Citation: Kyler v Houle, 2026 ONLTB 20782

Date: 2026-03-17

File Number: LTB-L-108075-25-AO

In the matter of: 323 SILVERWOOD AVE
WELLAND ON L3C0C5

Between: Robert Kyler Landlord
Valerie Cooper

And

Michel Houle Tenant

This order amends the original order issued on March 11, 2026, which contained clerical errors. All changes to the original order are issued in underlined and bolded script.

Robert Kyler and Valerie Cooper (the 'Landlord' hereafter refers to both in the singular) applied for an order to terminate the tenancy and evict Michel Houle (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes **and because the Tenant was persistently late in paying the rent.**

This application was heard by videoconference on March 3, 2026.

Only the Landlord, Robert Kyler, and the Landlord's representative, Judith Callender, attended the hearing.

As of 2:36 p.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

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 \$2,400.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: \$2,400.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,450.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$9,270.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,400.00 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.
9. Interest on the rent deposit, in the amount of \$92.73 is owing to the Tenant for the period from July 10, 2024 to March 3, 2026.

L2 Application

10. **This is a monthly tenancy, and rent is due on the first day of each month. The evidence before me reveals that the Tenant has not paid the full rent when due for 11 of the 12 months before the hearing date. Based on the uncontested evidence before me, I am satisfied that the Tenant has been persistently late in paying the rent.**

Relief from Eviction

11. **I have considered all 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 Tenant did not attend the hearing to provide submissions as to his circumstances or to explain the persistent payment of rent. Given this, I am unable to conclude the Tenant is able or willing to pay the lawful rent in full when due. I accept the Landlord's evidence that the Tenant's persistent late payment causes significant financial hardships for the Landlord given their fixed income.**
13. **I considered the fact that the Tenant has a child who resides with him when he is not working out of province. However, I believe it would be prejudicial to the Landlord to extend any relief of eviction as the Tenant has been unable to establish that he is able and willing to pay the rent on time.**

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 28, 2026.
2. The Tenant shall pay to the Landlord \$4,799.97*, which represents the amount of rent owing and compensation up to March 3, 2026 and the application filing fee, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$78.90 per day for compensation for the use of the unit starting March 4, 2026 to the date the Tenant moves out of the unit.
4. If the Tenant do not pay the Landlord the full amount owing* on or before March 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 29, 2026 at 4.00% annually on the balance outstanding.
5. If the unit is not vacated on or before March 28, 2026, then starting March 29, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 29, 2026.

March 17, 2026
Date Amended

March 11, 2026
Date Issued

Vanessa Davies
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 29, 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 Hearing Date	\$9,556.70
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,450.00
Less the amount of the last month's rent deposit	- \$2,400.00
Less the amount of the interest on the last month's rent deposit	- \$92.73
Total amount owing to the Landlord	\$4,799.97
Plus daily compensation owing for each day of occupation starting March 4, 2026	\$78.90 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	