



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-002873-26

In the matter of: A, 460 REGENT ST
HAWKESBURY ON K6A1G3

Between: Alex Murenzi Landlord

And

Jenny Laughren Tenant

Alex Murenzi (the 'Landlord') applied for an order to terminate the tenancy and evict Jenny Laughren (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 17, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

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 \$2,300.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,000.00 to the Landlord since the application was filed.
6. The parties agree that the rent arrears owing to March 31, 2026 are \$12,300.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Tenant claims that she paid first and last month rent when she started her tenancy on September 1, 2024. The last month's rent deposit was paid by Ontario Works. The Tenant

believes she may have a written document to verify the same or she can get proof from Ontario Works.

9. The Landlord testified that he purchased the property in September 2025 and was not told by the previous Landlord that there was a deposit. The Landlord cannot confirm the same.
10. Based on the Tenant's testimony, which I found to be credible and reliable, I find she did pay a last month's rent deposit and since covenants run with the land, it would transfer over to the new Landlord. Therefore, I find the Landlord collected a rent deposit of \$2,300.00 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.
11. Interest on the rent deposit, in the amount of \$83.57 is owing to the Tenant for the period from September 2, 2024 to March 17, 2026.
12. 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 not be unfair to postpone the eviction until April 15, 2026, pursuant to subsection 83(1)(b) of the Act.
13. The Tenant testified that she separated from her partner and is a single mom to two children aged 14 and 12. The Tenant is having issues trying to afford the rental unit as her only source of income is Ontario Disability Support Program. The Tenant is looking at other rental units which are more affordable and needs time to move out.
14. The Landlord opposes a delay as he has expenses too and since he purchased the rental unit in September 2025, the Tenant has been in arrears.
15. Based on the evidence before me, I find the tenancy is not viable. The Tenant's current income does not cover the monthly rent, and she is unable to pay rent regularly. Keeping the Tenant's circumstances in mind, I am granting a slight delay, but the Tenant may vacate earlier if she finds another suitable accommodation.

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:**
 - \$12,486.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$14,786.00 if the payment is made on or before April 15, 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 April 15, 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 April 15, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,087.97. 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 \$75.62 per day for the use of the unit starting March 18, 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 April 15, 2026, the Tenant 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.

March 24, 2026
Date Issued

Sheena Brar
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 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 Tenant 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	\$13,300.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
Total the Tenant must pay to continue the tenancy	\$12,486.00

B. Amount the Tenant 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	\$15,600.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
Total the Tenant must pay to continue the tenancy	\$14,786.00

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

Rent Owing to Hearing Date	\$12,285.54
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
Less the amount of the last month's rent deposit	- \$2,300.00
Less the amount of the interest on the last month's rent deposit	- \$83.57
Total amount owing to the Landlord	\$9,087.97
Plus, daily compensation owing for each day of occupation starting March 18, 2026	\$75.62 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	