



Order under Section 69 of the Residential Tenancies Act, 2006

File Number: LTB-L-002593-26-HR

In the matter of: 217, 615 FERNBANK RD
NEWMARKET, ON L3X3E7

Between: Housing York Inc. Landlord

and

Zane Holt Tenant

HEARING ORDER

Housing York Inc. (the 'Landlord') applied in a L1 application seeking an order to terminate the tenancy and evict Zane Holt (the 'Tenant') because the Landlord claimed the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 18, 2026. The Landlord's agent Cheyenne Samuel (property manager) attended on behalf of the Landlord.

As of 9:34am, the Tenant was not present or represented at the hearing although properly served with notice of the hearing. The LTB mailed the Tenant the notice of hearing to the rental unit address on February 14, 2026. There was no record of a request to adjourn or reschedule the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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. There were several N4 Notices disclosed for the application, however, the N4 with termination date December 29, 2025, covering rent arrears starting July 1, 2024 in line 1, is the version I accepted, which was the version referenced in the L1 application. The agent advised that there was a long history of rent arrears but since it was a RGI unit, the Landlord had been trying to give chances to the Tenant over a long period of time. The prior N4 notices were uploaded to show these chances.

3. I raised a preliminary issue that the agent's Certificate of Service was incomplete as it did not indicate the address where the N4 Notice was served to. I received verbal testimony from the agent that she mailed the N4 Notice herself, to the rental unit. I provided an opportunity for the agent to upload an updated COS within 1 day (end of day, the day after the hearing). I am satisfied that proper service of the N4 Notice was given, based on the verbal testimony combined with the updated COS which was uploaded on March 18, 2026.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$116.00. It is due on the first (1st) day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$3.81. This amount is calculated as follows: (\$116.00 x 12 months), divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. The current rent arrears owing to March 31, 2026 is \$2,368.00. While this is what was disclosed in the L1/L9 Update, I find that for the voidable amount, it will be reduced to \$1,920.00. This is because the L1 application claimed for rent periods which arose before the first period claimed in the N4 Notice. I am only allowing rent arrears which arose from July 1, 2024 onwards for the voidable amount.
9. The rent arrears of \$448.00 only disclosed in the L1 application but not in the N4 Notice (the Tenant did not have a chance to void them), shall be ordered as arrears but not part of the voidable amount.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.
12. I have considered all of 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.
13. The Landlord's agent advised that this is an RGI (rent geared to income) rental unit. The Tenant is on ODSP. She did not believe the Tenant had any children. No other circumstances were known about the Tenant.
14. The Landlord sought a standard voidable eviction order. The evidence shows very little rent was paid since summer of 2024 (line 1 of N4 Notice). More recently, no rent has been paid at all since December 2025. Since the Tenant did not attend to provide any other circumstances, I find it would be unfair to deny or delay eviction.

It is ordered that:

15. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

PAY AND STAY OPTIONS

16. The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:

- **\$2,106.00*** if the payment is made on or before March 31, 2026 (see Schedule 1 section A for how this amount was calculated);

OR

- **\$2,222.00**** if the payment is made after March 31, 2026 but by the termination date April 4, 2026 (see Schedule a section B for how this amount was calculated).

17. 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 4, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

18. If this order is voided by the Tenant as per paragraph 15 above, the Tenant shall also pay \$448.00 to the Landlord by April 4, 2026. These are the rent arrears claimed in the L1 application that were not in the N4 Notice.

19. If the Tenant does not pay the Landlord \$448.00 by April 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 5, 2026 at 4.00% annually on the balance outstanding.

PAY AND GO OPTION

20. 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 4, 2026.

21. If the Tenant does not void the order, the Tenant shall pay to the Landlord **\$2,569.25*****. This amount includes rent arrears owing (pro-rated to the termination date April 4, 2026) and the cost of filing the application (see Schedule 1 section C for how this amount was calculated).

22. If the Tenant does not vacate the rental unit by the termination date of April 4, 2026, then the Tenant shall also pay the Landlord compensation of \$3.81 per day for the use of the unit starting April 5, 2026 until the date the Tenant actually moves out of the rental unit or gets evicted through Sheriff enforcement.

23. If the Tenant does not pay the Landlord the full amount owing on or before April 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 5, 2026 at 4.00% annually on the balance outstanding.

24. If the unit is not vacated on or before April 4, 2026, then starting April 5, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

25. 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 5, 2026.

March 24, 2026
Date Issued

Michelle Tan
Vice Chair, 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 5, 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

PAY AND STAY OPTIONS

- 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	\$1,920.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$2,106.00*

- B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made after March 31, 2026 but by April 4, 2026**

Rent Owing To April 4, 2026	\$2,036.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$2,222.00**

PAY AND GO OPTION

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

Rent Owing To Termination Date April 4, 2026	\$2,383.25
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$2,569.25***
Plus daily compensation owing for each day of occupation starting April 5, 2026 until the rental unit is vacant	\$3.81 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	