



Order under Section 69 of the Residential Tenancies Act, 2006

File Number: LTB-L-003404-26-HR

In the matter of: 101, 3 JOHN POUND ROAD
TILLSONBURG, ON N4G5X4

Between: JP Tillsonburg Properties Inc Landlord

and

Johnathan Parry Tenants
Laine Swanzey

HEARING ORDER

JP Tillsonburg Properties Inc (the 'Landlord') applied in a L1 application seeking an order to terminate the tenancy and evict Johnathan Parry and Laine Swanzey (the 'Tenants') because the Landlord claimed that the Tenants did not pay the rent that they owe.

The application was heard by videoconference on March 18, 2026. The Landlord's legal representative Allistair Trent (paralegal) attended on behalf of the Landlord.

As of 10:20am (the hearing was scheduled to start at 9am) the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. The LTB mailed the notice of hearing to the Tenants at the rental unit address on February 17, 2026, which was deemed served on February 22, 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. I am satisfied based on the Certificate of Service that the Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants are still in possession of the rental unit.
3. The lawful rent is \$1,743.69. It is due on the first (1st) day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$57.33. This amount is calculated as follows: (\$1,743.69 x 12 months), divided by 365 days.
5. The Tenants have not made any payments since the application was filed.

6. The current rent arrears owing to March 31, 2026 are \$9,249.21.
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 \$1,600.00 from the Tenants on April 1, 2021 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. There is interest owing on the deposit from the date of collection to the termination date in the N4 Notice.
9. 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.
10. The Landlord's legal representative submitted that the Landlord recently took over the building, and these Tenants have nothing since December 2025. There were no other circumstances known about the Tenants. A standard voidable eviction order was sought.
11. Since the Tenants did not attend the hearing to provide any testimony or evidence to challenge the application, there were no known circumstances to consider to deny or delay the eviction.

It is ordered that:

12. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.

PAY AND STAY OPTIONS

13. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- **\$9,435.21*** if the payment is made on or before March 31, 2026 (see Schedule 1 section A for how this amount was calculated);

OR

- **\$11,178.90**** if the payment is made after March 31, 2026 but by April 4, 2026 (see Schedule 1 section B for how this amount was calculated).

14. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have 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 Tenants may only make this motion once during the tenancy.

PAY AND GO OPTION

15. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before April 4, 2026 (standard 11 days from the issuance date of this order).**
16. If the Tenants do not void the order, the Tenants shall pay to the Landlord **\$7,925.33*****. This amount includes pro-rated rent arrears owing up to the termination date plus the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit have been deducted from the amount owing by the Tenants (see Schedule 1 section C for how this amount was calculated).
17. If the Tenants do not vacate the rental unit by the termination date, the Tenants shall also pay the Landlord compensation of **\$57.33 per day** for the use of the unit **starting April 5, 2026** until the date the Tenants actually move out of the rental unit or get evicted through Sheriff enforcement.
18. If the Tenants do not pay the Landlord the full amount owing on or before April 4, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 5, 2026 at 4.00% annually on the balance outstanding.
19. If the rental 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.
20. 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 Tenants 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	\$9,249.21
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$9,435.21*

- B. Amount the Tenants 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	\$10,992.90
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$11,178.90**

PAY AND GO OPTION

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

Rent Owing To Termination Date	\$9,478.53
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,600.00
Less the amount of interest owing on the deposit (from date of collection April 1, 2021 to the termination date in the N4 Notice December 31, 2025)	-\$139.20
Total amount owing to the Landlord	\$7,925.33***
Plus daily compensation owing for each day of occupation starting April 5, 2026 until the rental unit is vacated	\$57.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	