



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-108620-25

In the matter of: UNIT B, 29 GLENWOOD AVE
GUELPH ON N1H 4L4

Between: Amanda Bouck Landlord

and

Matthew Thompson Tenant

Amanda Bouck (the 'Landlord') applied for an order to terminate the tenancy and evict Matthew Thompson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 12, 2026.

The Landlord, Amanda Bouck, and Karen Thompson, attended the hearing.

As of 10:30 a.m., the Tenant Matthew Thomas was not present or represented at the hearing, although properly served with notice of this hearing by the Board. There was no record of a request to adjourn the hearing.

Preliminary issues

1. The application as filed names two Tenants, Matthew Thompson and Karen Thompson. However, Karen Thompson has never been a Tenant. She testified that she has never lived in the rental property and only co-signed for her son, Matthew Thompson.
2. The Landlord agreed that Karen Thompson signed the lease as a co-signer.
3. Pursuant to section 2(1) of the *Residential Tenancies Act, 2006* (the 'Act'), a "Tenant" is a person who pays rent in return for the right to occupy a rental unit. The evidence before the Board establishes that Karen Thompson did not occupy the rental unit, did not reside there, and did not exercise any rights of possession.
4. While Karen Thompson is named on the tenancy agreement as a co-signer, co-signing a tenancy agreement, without occupation or possession of the rental unit does not in itself make someone a Tenant under the Act. Therefore, I find that Karen Thompson is not a Tenant within the meaning of the Act and is removed from the application.

Determinations:

5. 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.
6. As of the hearing date, the Tenant were still in possession of the rental unit.
7. The lawful rent is \$2,150.00. It is due on the 1st day of each month.
8. 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.
9. The Tenant have not made any payments since the application was filed.
10. The rent arrears owing to March 31, 2026, are \$8,600.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. 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.
13. Interest on the rent deposit, in the amount of \$47.01 is owing to the Tenant for the period from February 26, 2025, to March 12, 2026.

Relief from Eviction

14. 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)(a) of the Act.
15. The parties were unsuccessful resolving the issue of rent arrears through a payment plan. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenant to pay off all outstanding amounts and void the order. The Landlord was not aware of any reason to delay or deny eviction. The Landlord testified that she is a new mom to infant twins and cannot afford the expenses associated to the rental property if the Tenant remains in arrears.
16. The Tenant's mother, Karen Thompson, testified that her son has mental health issues and that she has been supporting him financially. As the Tenant did not attend, no other circumstances were presented to me.

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 Board in trust:

- \$8,786.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$10,936.00 if the payment is made on or before April 7, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the Board 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 7, 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 7, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,287.15. 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 13, 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 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 8, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 7, 2026, then starting April 8, 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 8, 2026.

March 27, 2026
Date Issued

Adeela Alvez
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 8, 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	\$8,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,786.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 7, 2026

Rent Owing To April 30, 2026	\$10,750.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,936.00

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

Rent Owing To Hearing Date	\$7,298.16
Application Filing Fee	\$186.00
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	- \$47.01
Total amount owing to the Landlord	\$5,287.15
Plus daily compensation owing for each day of occupation starting March 13, 2026	\$70.68 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	