



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-005751-26

In the matter of: 778 HILDEGARDE ST
WINDSOR ON N8X2Z8

Between: HAIYAN JIN Landlord

And

AMY LYNN BOVINGDON Tenants
YOGESH MISHRA

HAIYAN JIN (the 'Landlord') applied for an order to terminate the tenancy and evict AMY LYNN BOVINGDON and YOGESH MISHRA (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (L1 Application); and
- the Tenants have been persistently late in paying the Tenant's rent; (L2 Application).

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on March 24, 2026.

The Landlord and the first named Tenant attended the hearing.

Determinations:

L1 Application – Non-Payment of Rent

1. 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 were still in possession of the rental unit.
3. The lawful rent is \$1,850.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.82. This amount is calculated as follows: \$1,850.00 x 12, divided by 365 days.

5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026, are \$7,085.00.
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 \$1,850.00 from the Tenants 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 \$81.06 is owing to the Tenants for the period from May 2, 2024, to March 24, 2026.

L2 Application – Persistent Late Payment of Rent

10. The Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 6 times in the past 12 months as identified in the N8 Notice of termination. The Tenants have not made any rental payments since filing of the Landlord's application.

Relief from Eviction

11. The Landlord was unaware of any circumstances that may require the Board to consider delaying or denying termination of the tenancy and sought the issuance of a standard order extended to April 30, 2026.
12. The Tenant, Any Lynn Bovingdon did not dispute the arrears and/or persistent late payment of rent being claimed by the Landlord and was seeking relief by way of an extended order to April 30, 2026, allowing the Tenant to secure alternative housing.
13. 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 not be unfair to postpone the eviction until April 30, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before April 30, 2026.
2. The Tenants shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants.
3. As of the date of the hearing, the Tenants owe the Landlord \$4,949.62. See Schedule 1 for the calculation of the amount owing.
4. The Tenants shall also pay the Landlord compensation of \$60.82 per day for the use of the unit starting March 25, 2026, to the date the Tenants moves out of the unit.

5. If the Tenants do not pay the Landlord the full amount owing on or before April 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 1, 2026, at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 May 1, 2026.

March 30, 2026
Date Issued

Ilan Shingait
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 of the Tenant expires on November 1, 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 Tenants must pay as the tenancy is terminated

Rent Owing to March 24, 2026	\$6,694.68
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$1,850.00
Less the amount of the interest on the last month's rent deposit	-\$81.06
Total amount owing to the Landlord	\$4,949.62
Plus, daily compensation owing for each day of occupation starting March 25, 2026	\$60.82 (per day)