



Order under Section 69 Residential Tenancies Act, 2006

Citation: Kim v Benning, 2026 ONLTB 27246

Date: 2026-03-31

File Number: LTB-L-006173-26

In the matter of: 9 BUCHANAN CRES
THOROLD ON L2V4S2

Between: Hyunsung Kim

Landlord

And

Michael Benning
Kathleen Fenton

Tenants

Hyunsung Kim (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Benning and Kathleen Fenton (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 26, 2026.

The Landlord and the Tenants attended the hearing. The Tenants requested to speak to Tenants Duty Counsel prior to the start of this proceeding, however Duty Counsel was not available.

Determinations:

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 \$2,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 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 \$6,700.00.

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 \$2,500.00 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 \$34.23 is owing to the Tenants for the period from August 1, 2025 to March 26, 2026.
10. I have considered all the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Landlord submitted that the Landlord had attempted to work out a payment plan to no avail, since the application was filed. Moreover, based on the Tenants' evidence, I am not satisfied that a payment plan would be appropriate because the tenancy does not appear to be viable given the Tenants' current life circumstances, current employment status, income sources and monthly expenses. The Tenants would not be able to cover the monthly rent, his expenses, let alone the arrears.
12. The Tenants further requested an extended eviction of two to three months, which would allow the Tenants time to secure alternative housing or to secure income/funds to pay the arrears owing.
13. The Landlord submitted that given the nature of the arrears, the history of non-payment of rent from the Tenants and the financial prejudice to the Landlord to meet the financial obligations of the rental unit, the Landlord was seeking a standard eviction order.
14. With respect to the Tenants' request for an extended eviction, I find the Tenants' inability to pay rent would result in further prejudice to the Landlord and given the amount of arrears and the monthly financial deficit of the Tenants, I do not find it appropriate to grant relief from eviction. As a result, I have terminated the tenancy on the terms set out below.
15. This order contains all the reasons for decisions within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$6,886.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$9,386.00 if the payment is made on or before April 11, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after April 11, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **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 11, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$3,988.71. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlord compensation of \$82.19 per day for the use of the unit starting March 27, 2026 until the date the Tenants moves out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before April 11, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 12, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before April 11, 2026, then starting April 12, 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 12, 2026.

March 31, 2026
Date Issued

Panagiotis P. Roupas
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 12, 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 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	\$6,700.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$6,886.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before April 11, 2026

Rent Owing To April 30, 2026	\$9,200.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$9,386.00

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

Rent Owing To Hearing Date	\$6,336.94
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$34.23
Total amount owing to the Landlord	\$3,988.71
Plus daily compensation owing for each day of occupation starting March 27, 2026	\$82.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	