



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-006446-26

In the matter of: 417 Campbell Street
Cobourg ON K9A4C3

Between: David Evans Landlord

And

Ryan Day Tenant
Roxanne Burnette

David Evans (the 'Landlord') applied for an order to terminate the tenancy and evict Ryan Day and Roxanne Burnette (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 30, 2026.

The Landlord, the Tenants' Agent, Erin Day and the Tenant, Roxanne Burnette attended the hearing.

Determinations:

Preliminary Issue – Adjournment Request

1. At the hearing, the Tenants' Agent, Erin Day ('ED'), who is the sister of the Tenant, Ryan Day ('RD') and daughter of the Tenant, Roxanne Burnette ('RB'), sought an adjournment to allow RD to attend the hearing.
2. ED testified that RD was currently incarcerated and was unable to attend. However, as the Tenant RB and the Tenants' Agent, ED were both present and prepared to proceed, I denied the request to adjourn the matter as there was no procedural unfairness in proceeding with the application.

Preliminary Issue – Removing Roxanne Burnette from the Application

3. The Tenants sought to remove RB from the application as she does not reside in the rental unit.
4. The Landlord testified that he was never made aware that RB was not residing in the rental unit.

5. ED and RB testified that RB continues to pay the rent for the right to occupy the rental unit. The *Residential Tenancies Act, 2006* (the 'Act') defines a "tenant" as "a person who pays rent in return for the right to occupy a rental unit." It was undisputed that RB signed the lease as a Tenant and continues to pay for the right to occupy the rental unit even though she was not currently occupying the unit. being a "tenant" does not require that the residence is the main residence for the Tenant.
6. Based on the evidence before me, I am satisfied that RB is a "tenant" under the Act and therefore the Tenants' request to have RB removed from the application is denied.

L1 Application – Non-payment of Rent

7. 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.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$1,680.00. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$55.23. This amount is calculated as follows: \$1,680.00 x 12, divided by 365 days.
11. The Tenant has not made any payments since the application was filed.
12. The rent arrears owing to March 31, 2026 are \$5,040.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$1,600.00 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.
15. Interest on the rent deposit, in the amount of \$13.99 is owing to the Tenant for the period from October 30, 2025 to March 30, 2026.
16. 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.
17. The Tenants sought a postponement of eviction to May 15, 2026 to vacate the rental unit. The Tenants testified that if they choose to stay, they are able to pay the rent by April 30, 2026.
18. The Landlord sought an order terminating the tenancy no later than April 30, 2026.
19. Based on the evidence before me, I find that it would not be unfair to postpone eviction to April 30, 2026 to allow the Tenants an opportunity to either pay in full to void the order or to vacate the rental unit.

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 LTB in trust:**
 - \$6,906.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. 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 30, 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 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,588.91. 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 \$55.23 per day for the use of the unit starting March 31, 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 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.
8. 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.
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 May 1, 2026.

April 8, 2026
Date Issued

Christopher Lin
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 November, 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 April 30, 2026

Rent Owing To April 30, 2026	\$6,720.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,906.00

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

Rent Owing To Hearing Date	\$5,016.90
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,600.00
Less the amount of the interest on the last month's rent deposit	- \$13.99
Total amount owing to the Landlord	\$3,588.91
Plus daily compensation owing for each day of occupation starting March 31, 2026	\$55.23 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	