



Order under Section 69 / 88.2 Residential Tenancies Act, 2006

Citation: OWOLESO v Moriarity, 2026 ONLTB 27691

Date: 2026-04-01

File Number: LTB-L-072586-25

In the matter of: 22 Campbell Crescent
PICTON ON K0K2T0

Between: MICHAEL OWOLESO Landlord

And

Vanessa Moriarity Tenants
Ben Spooner

MICHAEL OWOLESO (the 'Landlord') applied for an order to terminate the tenancy and evict Vanessa Moriarity and Ben Spooner (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

Further, the Landlord applied for an order to terminate the tenancy and evict the Tenants because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

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

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on January 6, 2026.

Only the Landlord and the Landlord's Legal Representative Paula Stevens attended the hearing.

As of 9:45 am, the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application

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 \$2,350.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$77.26. This amount is calculated as follows: \$2,350.00 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 January 31, 2026, are \$19,450.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 Application

9. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated as of April 30, 2026, and the Tenants shall pay to the Landlord \$2,408.25.
10. The Tenants were in possession of the rental unit on the date the application was filed.
11. On August 8, 2025, the Landlord gave the Tenants an N5 notice of termination. The notice of termination contains the following allegations:
 1. June 9, 2025 – the Tenants failed to pay their portion of the utilities as required under the lease totaling \$1,277.00.
12. The Tenants did not correct the omission within seven days after receiving the N5 notice of termination as the Tenants never transferred the unit's utility accounts into their name as required. Prince Edward County charged the Landlord for water totaling \$1,673.76 while Enbridge charged the Landlord \$734.09 for gas charges. Therefore, the Tenants did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
13. The Tenants failed to pay heat and water costs that they were required to pay under the terms of the tenancy agreement, and I am satisfied that the Tenants have substantially interfered with the Landlord's reasonable enjoyment of the unit as a result.
14. The Landlord has incurred reasonable out-of-pocket expenses of \$2,408.25 as a result of the Tenants' failure to pay to Enbridge \$734.49 for gas expenses and \$1,673.76 to Prince Edward County for water costs.

S. 83 Considerations

15. The Tenants will be given a chance to void the Landlord's L1 application however, the tenancy will be terminated pursuant to the Landlord's L2 application. 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:

L1 Application

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$26,686.00 if the payment is made on or before April 12, 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 have paid the full amount owing as ordered plus any additional rent that became due after April 12, 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 12, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$17,749.56. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$77.26 per day for the use of the unit starting January 7, 2026, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before April 12, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 13, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 12, 2026, then starting April 13, 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 13, 2026.

L2 Application

10. Should the Tenants void the Landlord's L1 Application on or before April 12, 2026, 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.
11. 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.
12. 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.
13. The Tenant shall pay to the Landlord \$2,408.25, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
14. 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.

April 1, 2026
Date Issued

Jagger Benham
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 13, 2026 (or October 31, 2026 should the Tenants void the Landlord's L1 order), 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 April 12, 2026

Rent Owing To April 30, 2026	\$26,500.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$26,686.00

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

Rent Owing To Hearing Date	\$17,563.56
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$17,749.56
Plus daily compensation owing for each day of occupation starting January 7, 2026	\$77.26 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	