



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

File Number: LTB-L-005846-26

In the matter of: 4, 4459 LONDON LINE
WYOMING ON N0N1T0

Between: O'Neil James Landlord

And

Tyrone Wells aka Tyson Wells Tenant
Cheri Langlois

O'Neil James (the 'Landlord') applied for an order to terminate the tenancy and evict Tyrone Wells aka Tyson Wells and Cheri Langlois (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's representative, Carmen Dawdy, and the Tenants and the Tenant's support, John Swain, attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,175.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$38.63. This amount is calculated as follows: \$1,175.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026, are \$4,700.00. The Tenant did not contest the amount owing.
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.
9. The Tenant lives with his girlfriend. The Tenant testified that he is currently unemployed and receiving Ontario Works. His income is \$700.00; however he testifies his girlfriend, who works 3-4 shifts a week, pays part of the rent and expenses for total household income of \$1,848.00. He testified his expenses in the amount of \$2,900.00 not including rent. Over-all, his expenses far exceed their income.
10. The Tenant testified that the salvation army will provide three months of rent to assist the Tenant, but the Landlord refused. The Landlord denied this occurred.
11. The Tenant testified he believes housing stability fund will help him pay the rent and but hasn't reached out to them and can give no timeline when he might get assistance. He proposed that if housing stability covers three-month worth of arrears, he will be able to pay the remainder by the 15th of the month.
12. The Landlord submits the tenancy is not viable. The Tenant stopped paying rent entirely since December 2025. With his current income, he cannot afford the rent and arrears payments.
13. The Tenant's circumstances have not substantially changed since he began accruing arrears and the Tenant did not present any concrete evidence to satisfy me that things will be different going forward. Based on the evidence before me, I am not convinced the Tenant is able to comply with the terms of a payment plan given his evidence about his financial circumstances. I find a short delay of until April 30, 2026, will provide the Tenant time to find another place to live or explore financial support to help pay the arrears. I find that a further delay in the eviction/voiding date is not warranted and would be unduly prejudicial to the Landlord.
14. Accordingly, 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. 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:**
 - \$6,061.00 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 \$4,869.90. 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 Tenant shall also pay the Landlord compensation of \$38.63 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 15, 2026
Date Issued

Vinuri Sivalingam
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 31, 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	\$5,875.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,061.00

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

Rent Owing To Hearing Date	\$4,683.90
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$4,869.90
Plus daily compensation owing for each day of occupation starting March 31, 2026	\$38.63 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	