



Order under Section 69 Residential Tenancies Act, 2006

Citation: YEATS v TAYLOR, 2026 ONLTB 28386

Date: 2026-04-09

File Number: LTB-L-098077-25

In the matter of: 5, 604 CHEAPSIDE ST
LONDON ON N5Y3X8

Between: Shayne Yeats Landlord

And

Tanja Taylor Tenant

Shayne Yeats (the 'Landlord') applied for an order to terminate the tenancy and evict Tanja Taylor (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 27, 2026. The Landlord and the Tenant 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 \$1,395.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$45.86. This amount is calculated as follows: \$1,395.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,790.00 to the Landlord since the application was filed.

S.82 Issues:

6. On an application such as this, the Act provides a framework to allow the Tenant to raise any issue that would otherwise be subject to their own application, during the hearing of the Landlord's application.

7. This application initially came before the Board February 2, 2026, and was adjourned due to insufficient time within the hearing block. On February 12, 2026, the Board issued LTB-L-098077-25-IN paragraph 3 of the order requires the Tenant to pay the rent for February 2026, on or before February 20, 2026. There is no dispute that the Tenant made that payment.
8. Paragraph 4 of the order requires the Tenant to pay ongoing rent to the Landlord by the date that it is due until the matter is resolved or the LTB orders otherwise. Paragraph 5 says:

If the Tenant does not comply with the requirement to pay the ongoing rent in paragraphs 3-4, the Member may refuse to accept or consider the Tenant's evidence and submissions, including any disclosed section 82 issues. The Landlord may also notify the LTB of the Tenant's breach of the requirement to pay the ongoing rent and request a shortening of time for the adjourned hearing.

9. The Tenant did not pay the monthly rent for March 2026, on time. They paid it on March 20, 2026, the Board's records also show that the Tenant has filed their own application regarding maintenance (LTB-T-093917-25), there is a hearing scheduled for that application June 18, 2026. As the Tenant did not comply with the Board's interim order despite being informed of the consequences and that they have an already filed application with an upcoming hearing, I declined to allow the Tenant to raise their issues at the hearing of this application.
10. The rent arrears owing to March 31, 2026, are \$4,185.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,395.00 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.
13. Interest on the rent deposit, in the amount of \$31.94 is owing to the Tenant for the period from February 23, 2025 to March 27, 2026.

Relief From Eviction:

14. 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 May 27, 2026, pursuant to subsection 83(1)(b) of the Act.
15. The Tenant receives income supplement from the Ontario Disability Support Program and resides in the rental unit with their children who are both 4 years old (twins). Given their limited income they were unable to provide a feasible repayment plan and requested 90 days vacate the rental unit. The Landlord proposed 60 days. For the following reasons, I find 60 days reasonable.

16. The Tenant has made good-faith payments since the Landlord filed the application. The order that is issued is always voidable, meaning that if the Tenant can source the funds to pay the Landlord back all of the arrears, they would be permitted to stay.
17. The delay affords the Tenant sufficient time to either look for a new residence or pay the Landlord in full. The delay is not overly prejudicial for the Landlord. Although another month's rent will become due and owing, they are holding a last month's rent deposit which can be credited towards the arrears.

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:**
 - \$5,766.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$7,161.00 if the payment is made on or before May 27, 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 May 27, 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 May 27, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,787.28. 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 \$45.86 per day for the use of the unit starting March 28, 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 May 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 28, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 27, 2026, then starting May 28, 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 28, 2026.

April 9, 2026
Date Issued

Curtis Begg
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 28, 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	\$8,370.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,790.00
Total the Tenant must pay to continue the tenancy	\$5,766.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 27, 2026

Rent Owing To May 31, 2026	\$9,765.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,790.00
Total the Tenant must pay to continue the tenancy	\$7,161.00

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

Rent Owing To Hearing Date	\$6,818.22
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,790.00
Less the amount of the last month's rent deposit	- \$1,395.00
Less the amount of the interest on the last month's rent deposit	- \$31.94
Total amount owing to the Landlord	\$2,787.28
Plus daily compensation owing for each day of occupation starting March 28, 2026	\$45.86 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	