



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-002234-26

In the matter of: 707, 300 FRONT ST W
TORONTO ON M5V0E9

Between: Liwinco Inc. Landlord

And

Jack Gaudet Tenant

Liwinco Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jack Gaudet (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 24, 2026.

The Landlord's Legal Representative, Merve Ozdemir, 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 \$1,080.00. It is due on the Saturday of each week.
4. Based on the Weekly rent, the daily rent/compensation is \$153.86. This amount is calculated as follows: \$1,080.00 x 52, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 27, 2026, are \$4,320.00, which is disputed.
7. The Tenant originally disputed the arrears, submitting that he moved into the rental unit December 6, 2025, but then further stated he moved into the rental unit November 8, 2025, and that was an error on his part, and he has only paid first and last months rent, and has not paid rent to the Landlord since.

8. The Tenant did not provide any proof of payments made to the Landlord that are not accounted for in the application. On the other hand, the Landlord's evidence regarding the amount owing was clear and concise. Therefore, I find the arrears owing to March 27, 2026, are \$4,320.00.
9. I have calculated the arrears as follows for the rental period as follows as rent is due every 28 days;
 - December 6, 2025- January 2, 2026, = \$1,080.00, which the Tenant does not dispute was not paid; and
 - January 3, 2026- January 30, 2026, = \$1,080.00, which the Tenant does not dispute was not paid; and
 - January 31, 2026- February 27, 2026, = \$1,080.00, which the Tenant does not dispute was not paid; and
 - February 28, 2026 – March 27, 2026, = \$1,080.00, which the Tenant does not dispute was not paid.
 - This totals \$4,320.00 outstanding to March 27, 2026.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,080.00 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.
12. Interest on the rent deposit, in the amount of \$8.70 is owing to the Tenant for the period from November 5, 2025, to March 24, 2026.
13. The Tenant did not want to offer a payment plan and rather stated that he wants to vacate the rental property within 30 days, and for the Landlord to apply his last months rent to the last month there.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) 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:**

- \$5,856.00 if the payment is made on or before April 25, 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 25, 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 25, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,955.72. 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 \$153.86 per day for the use of the unit starting March 25, 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 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 26, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before April 25, 2026, then starting April 26, 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 26, 2026.

April 14, 2026
Date Issued

Samantha Greaves
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 26, 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 25, 2026

Rent Owing To May 1, 2026	\$5,670.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$5,856.00

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

Rent Owing To Hearing Date	\$3,858.42
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,080.00
Less the amount of the interest on the last month's rent deposit	- \$8.70
Total amount owing to the Landlord	\$2,955.72
Plus daily compensation owing for each day of occupation starting March 25, 2026	\$153.86 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	