



Order under Section 69 Residential Tenancies Act, 2006

Citation: Davies-Irvine v Vermette, 2026 ONLTB 29978

Date: 2026-04-15

File Number: LTB-L-060735-25

In the matter of: 556 McIntyre street East
North Bay, Ontario ON P1B1E3

Between: Joshua Davies-Irvine Landlord

And

Morgan Vermette Tenants
Bryanne Bossert

Joshua Davies-Irvine (the 'Landlord') applied for an order to terminate the tenancy and evict Morgan Vermette and Bryanne Bossert (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on April 8, 2026. This application was heard by videoconference on April 8, 2026. The Landlord attended the hearing. The Tenant Bryanne Bosset attended the hearing on behalf of both Tenants.

Determinations:

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 \$2,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 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 April 30, 2026 are \$32,870.00. At the hearing, the Landlord agreed to reduce the arrears by \$2,000.00 to compensate the Tenants for cleaning the rental unit and for the removal of garbage when the Tenants first moved into the rental unit. Therefore, the arrears are reduced to \$30,870.00. The Tenants did not dispute this.

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 Landlord states an agreement was made with the Tenants in April 2024 for a repayment of the arrears. The Landlords states the Tenants made a partial payment on April 19, 2024 but no payments were made towards the arrears after that. The Landlord states that he reached out to the Tenants on January 24, 2026 proposing payments be made towards the arrears. The Tenants confirm the Landlord contacted them via Facebook Messenger. The Landlord states the Tenants responded and advised they need to pay for repairs for their vehicle but once they have paid for those repairs, they would resume making payments for the rent which was undisputed at the hearing.
10. The Tenant Bryanne Bossert ('Ms. Bossert') states that the Tenants have one vehicle which has cost them approximately \$5,500.00 in repairs over the last six months and both Tenants lost their jobs last year. Ms. Bossert states this is the reason that the Tenants have not been able to pay their rent to the Landlord. Ms. Bossert states that she went back to school and is three months away from finishing the one-year program she is registered in. Ms. Bossert states the other Tenant was hired as a salesperson in February 2025 but the position only lasted a few months. She states the other Tenant found another job and has been working since January 2026.
11. Ms. Bossert states that the Tenants were without hydro in the rental unit but it was restored in November 2025. The hearing was adjourned from September 2025 and the Tenants did not file any disclosure that they would be raising any issues relating to maintenance pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). Therefore, I did not allow any section 82 issues to be raised because the Tenants have had seven months to provide disclosure as it relates to the Tenants raising section 82 issues and there was no disclosure provided in advance of the hearing. Ms. Bossert states she was only providing the information for the purpose of context. I stated at the hearing that Ms. Bossert could address this under her submissions relating to section 83 of the Act in which I am required to consider the Tenants circumstances relating to postponing or denying eviction.
12. Ms. Bossert states the Tenants do not want to fight the Landlords request for eviction. She requests that the Tenants be granted 60 days to find another place to move to because there is limited housing available. She states that the Tenants have two children with special needs ages 13 years old and 3 years old. She states the 3 year-old receives in home childcare and is currently on wait lists for other day care providers.
13. The Landlord opposes the Tenants request to remain in the rental unit for 60 days and states the Landlord is experiencing financial hardship because of the arrears. The Landlord states that he pays rent for the place which his father resides at and as a result of the Tenants not paying their rent, the Landlord has not been able to pay his father's rent and his father is facing eviction. The Landlord requests the tenancy be terminated within 11 days (standard order) of the date of the issuance of the order.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and I accept that the Landlord has attempted to negotiate a repayment of the

arrears with the Tenants without success. I find that it would not be unfair to postpone the eviction until May 8, 2026 pursuant to subsection 83(1)(b) of the Act. I accept there is limited housing for the Tenants to move within the area and that the Tenants have two children with special needs. Therefore, I find allowing the Tenants some additional time to remain in the rental unit is reasonable. The Tenants have provided an explanation why they have not been paying their rent but I find the arrears are significant and no payments have been made to the Landlord since the application was filed in July 2025. I accept the Landlord is experiencing financial hardship because of the Tenants not paying the rent.

It is ordered that:

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:**
 - \$31,056.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$33,556.00 if the payment is made on or before May 8, 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 May 8, 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 May 8, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$29,213.52. 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 \$82.19 per day for the use of the unit starting April 9, 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 May 8, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 9, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 8, 2026, then starting May 9, 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 9, 2026.

April 15, 2026
Date Issued

Kimberly Parish
Vice Chair, 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 9, 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 Tenants 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	\$30,870.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$31,056.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before May 8, 2026

Rent Owing To May 31, 2026	\$33,370.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$33,556.00

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

Rent Owing To Hearing Date	\$29,027.52
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$29,213.52
Plus daily compensation owing for each day of occupation starting April 9, 2026	\$82.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	