



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-008398-26

In the matter of: 212 MCCONNELL AVE
CORNWALL ON K6H4L3

Between: Dijo Kolath David Landlord

And

Katlynn Filion Tenants
Hunter McGillis

Dijo Kolath David (the 'Landlord') applied for an order to terminate the tenancy and evict Katlynn Filion and Hunter McGillis (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (L1 Application); and
- the Tenants has been persistently late in paying the Tenants' rent; (L2 Application).

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

This application was heard by videoconference on March 10, 2026.

Only the Landlord's legal representative, Lori Shepherd attended the hearing.

As of 1:47 p.m., 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 – Non-Payment of Rent

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 \$1,800.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$59.18. This amount is calculated as follows: \$1,800.00 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 March 31, 2026 are \$16,385.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$700.00 from the Tenants 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.
9. Interest on the rent deposit, in the amount of \$26.64 is owing to the Tenants for the period from July 27, 2024 to March 10, 2026.

L2 Application – Persistent Late Payment of Rent

10. On December 18, 2025, the Landlord gave the Tenants an N8 Notice of Termination, with a termination date of February 28, 2026. The notice of termination alleges the Tenants paid the rent late 10 months out of the 10- month period from March 2025 to December 2025, with no rent payments received from July 2025 to December 2025.
11. Based on the uncontested evidence of the Landlord's Representative, I find the Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent was paid late or not paid 10 times in the 10 month period.
12. Since the N8 notice was served, the Tenants have not made any rent payments and arrears are owing.

Relief from Eviction

13. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before May 4, 2026.
2. The Tenants shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants.
3. As of the date of the hearing, the Tenants owe the Landlord \$14,044.36. See Schedule 1 for the calculation of the amount owing.
4. The Tenants shall also pay the Landlord compensation of \$59.18 per day for the use of the unit starting March 11, 2026 to the date the Tenants move out of the unit.

5. If the Tenants do not pay the Landlord the full amount owing on or before May 4, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 5, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before May 4, 2026, then starting May 5, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 5, 2026.

April 23, 2026
Date Issued

Christina Philp
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 of the Tenants expires on November 5, 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 as the tenancy is terminated

Rent Owing To March 10, 2026	\$14,585.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$700.00
Less the amount of the interest on the last month's rent deposit	-\$26.64
Total amount owing to the Landlord	\$14,044.36
Plus daily compensation owing for each day of occupation starting March 11, 2026	\$59.18 (per day)