



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

File Number: LTB-L-107527-25

In the matter of: 7-145 Base Line Rd. W.
London, ON N6J1V6

Between: 1000915350 Ontario Inc. Landlord

And

Megan Lilke Tenant
Thomas Adcoe

1000915350 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Megan Lilke and Thomas Adcoe (collectively the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on March 18, 2026.

The Landlord's Representative, Nathalie DeRechter, the Landlord's Agent, Callista Tryon and Tenant, Thomas Adcoe (on his own behalf and on behalf of Tenant Megan Lilke), attended the hearing.

The Tenant declined to met with Tenant Duty Counsel prior to the commencement of 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 \$2,145.37. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$70.53. This amount is calculated as follows: \$2,145.37 x 12, divided by 365 days.

5. The Tenant has not made any payments since the application was filed.
6. The uncontested rent arrears owing to March 31, 2026, are \$8,537.36.
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 \$2,050.00 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.
9. Interest on the rent deposit, in the amount of \$115.24 is owing to the Tenant for the period from December 1, 2023, to March 18, 2026.

Relief from Eviction

10. 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.
11. The Landlord's Representative submitted that the Tenant first fell into arrears in December 2025. She further submitted that there is a history of payment issues dating back to July 2024, including two prior payment plans before the Board—one on consent and one following a set-aside motion. She stated that after the most recent payment plan brought the balance to zero, arrears resumed in December 2025. The Landlord subsequently notified the Tenant of the outstanding balance and requested that a new payment arrangement be established. Despite these efforts, the Tenant did not respond, and there was no communication until the parties met prior to the hearing. At that time, the parties initially discussed a termination of the tenancy effective April 30, 2026; however, upon entering the hearing room, it became apparent that no consent had been finalized. In light of the Tenant's payment history, the current arrears, and the lack of communication or effort to address the arrears, the Landlord requested a termination date of April 30, 2026.
12. The Tenant testified that after satisfying the arrears under a previous payment plan, he paid rent in full for several months before receiving an N13 notice. He stated that he believed he would be evicted as a result of that application and noted that there are three other applications before the Board. He explained that they had to strike a balance between paying rent with securing alternate accommodations. However, he later stated that, after consulting with his legal representative regarding the N13 application, he is no longer concerned about

that matter. The Landlord's Representative clarified that the N13 notice was served on October 30, 2025, prior to the N4 notice underlying this application.

13. The Tenant also stated that he was unaware of the hearing for this application until several days beforehand, when he was advised by his legal representative for the N13 matter. Upon review of the Board's records, I confirmed that the Notice of Hearing for this application was sent to both parties by email on February 15, 2026. The Tenant acknowledged receiving the Notice of Hearing for the N13 application (LTB-L-109381-25), which was sent on February 11, 2026. I confirmed that the same email address was used for service in both applications.
14. The Tenant testified that they reside in the rental unit with two children and expressed a desire to remain in the unit. He testified that the arrears "would not be a problem" and proposed a repayment plan of \$2,000.00 per month toward the arrears, in addition to paying ongoing rent in full- and on-time beginning April 1, 2026.
15. In support of this proposal, the Tenant disclosed a monthly income of \$5,870.00, consisting of \$4,850.00 in employment income and \$1,020.00 from the Canada Child Benefit. He reported monthly expenses of \$756.00, including \$140.00 for car insurance, \$70.00 for fuel, \$48.00 for his cell phone, \$52.00 for hydro, \$32.00 for gas, \$50.00 for daycare, \$100.00 for additional child-related expenses, and \$260.00 for groceries. The Tenant further stated that he has no car payments, credit card debt, or loan obligations, and that Tenant Lilke's father pays for her cell phone and the household internet.
16. After accounting for rent, the Tenant's budget reflects a monthly surplus of approximately \$2,968.63, which would be reduced to \$968.63 if the proposed arrears repayment were implemented.
17. The Landlord's Representative submitted that the Landlord does not consent to a further payment plan. She argued that, based on the Tenant's disclosed income and expenses, there was no reasonable explanation for the non-payment of rent. She noted that between December 2025 and March 2026, the Tenant reported approximately \$23,000.00 in income and only \$3,024.00 in expenses (excluding rent) yet made no payments toward rent during that period.
18. The Tenant testified that he currently has \$3,000.00 in savings and claimed to have paid two rent deposits for prospective rental units in the amounts of \$2,400.00 and \$2,500.00, stating that such deposits were required for his applications to be considered. However, when asked, the Tenant was unable to provide evidence of these payments.

19. Based on the Tenant's disclosed income, even if the two unverified deposits were paid, the Tenant would have had more than \$15,000.00 remaining during the period from December 2025 to March 2026. In response, the Tenant stated that his income fluctuates and that he is not currently working full-time.
20. On the evidence before me, if the Tenant were to apply his reported savings of \$3,000.00 and seek the return of the alleged deposits totaling \$4,900.00, he would be within approximately \$1,000.00 of satisfying the arrears. In light of this, I discussed with parties a delayed termination date of April 30, 2026, consistent with the terms previously discussed between them.

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:**
 - \$10,868.73 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 \$5,682.29. 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 \$70.53 per day for the use of the unit starting March 19, 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 17, 2026

Date Issued

Ken Audziss

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 1, 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.

When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

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	\$10,682.73
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,868.73

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

Rent Owing to Hearing Date, March 18, 2026	\$7,661.53
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,050.00
Less the amount of the interest on the last month's rent deposit	- \$115.24
Total amount owing to the Landlord	\$5,682.29
Plus, daily compensation owing for each day of occupation starting March 19, 2026	\$70.53 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	