



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

File Number: LTB-L-022356-25

In the matter of: 2, 51 MAIN STREET EAST
DUNDALK ON N0C1B0

Between: GRACE SEETARAM

Landlord

And

BRUCE MARTIN
HAYDN MARTIN

Tenants

Grace Seetaram (the 'Landlord') applied for an order to terminate the tenancy and evict BBruce Martin and Haydn Martin (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe. (L1 application)

This L1 application was heard by videoconference on April 16, 2026.

The Landlord, the Landlord's Agent, Peter Dean, and the Tenant , Bruce Martin, attended the hearing. Tenant Duty Counsel (TDC) did not appear during this hearing block, but the Tenant understood that TDC services are not guaranteed on the day of a hearing.

Preliminary Matters

a. The name of the second Tenant was shown as "Hayon" Martin and Bruce Martin indicated that his son's name is Haydn, not "Hayon". The above title of proceedings reflects this correction.

b. The initial hearing for this L1 application was held on April 29, 2025, which was adjourned due to "overflow" (i.e. no time left in the block to hear the case). Interim order LTB-L-022356-25-IN was issued on May 7, 2025, in which the presiding Member ordered the Tenants to pay their monthly rents in full up to the next hearing, and established a deadline (by May 20, 2025) for the Tenants to submit section 82 claims and their details to the LTB and the Landlord.

At this April 21, 2026 hearing, the Tenant Bruce Martin confirmed that the Tenants did not file any section 82 submission at all, and that in respect of monthly rents, only \$700.00 of the \$1,400.00 monthly rent was paid by ODSP to the Landlord directly. After taking in the submissions of the parties, I determined that the Tenants failed to comply with the interim order in respect of paying rents and of not disclosing section 82 claims.

Because of this failure to comply, I informed the parties that I would only hear the merits of the claimed arrears under the L1 application. I also informed the Tenant Bruce Martin that the Tenants still maintain their lawful right to file tenant-right or maintenance claims, but they would need to do so separately.

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 L1 application was filed.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful monthly rent is \$1,400.00. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$46.03. This amount is calculated as follows: \$1,400.00 x 12, divided by 365 days.
5. The Tenants have paid \$7,000.00 to the Landlord since the L1 application was filed.
6. The rent arrears owing to April 30, 2026 are \$16,800.00.
7. The Landlord incurred costs of \$201.00 for filing the L1 application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,400.00 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 \$53.36 is owing to the Tenants for the period from September 1, 2024 to April 16, 2026.
10. The Tenant Bruce Martin stated the Tenants want to move out of the rental unit and asked that the Tenants have until June 1, 2026 to hand vacant possession back to the Landlord. Mr. Martin indicated that he and his son whom he had described as 'challenged' would need that time to move out in an orderly fashion.
11. Mr. Martin asked that his late wife's bicycle be returned to him, but the Landlord's Agent Mr. Dean stated that would not be possible as the bicycle was taken to dump a while ago. Mr. Martin then asked that he be given key access to the storage area (2nd floor inside) and Mr. Dean agreed to provide that to the Tenants on or before April 23, 2026.
12. 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 June 1, 2026 pursuant to subsection 83(1)(b) of the Act.

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:**

- \$17,001.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$18,401.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$19,801.00 if the payment is made on June 1, 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 June 1, 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 June 1, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$14,884.12. This amount includes rent arrears owing up to the date of the hearing (i.e. April 16, 2026) and the cost of filing the L1 application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$46.03 per day for the use of the rental unit starting April 17, 2026 (the day after this hearing date) 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 June 1, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 2, 2026 at 4.00% annually on the balance outstanding.
8. If the rental unit is not vacated on or before June 1, 2026, then starting June 2, 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 rental unit to the Landlord on or after June 2, 2026.

April 29, 2026
Date Issued

Alex Brkic
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 December 2, 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	\$23,800.00
Application Filing Fee	\$201.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$7,000.00
Total the Tenants must pay to continue the tenancy	\$17,001.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing To May 31, 2026	\$25,200.00
Application Filing Fee	\$201.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$7,000.00
Total the Tenants must pay to continue the tenancy	\$18,401.00

C. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before June 1, 2026

Rent Owing To June 30, 2026	\$26,600.00
Application Filing Fee	\$201.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$7,000.00
Total the Tenants must pay to continue the tenancy	\$19,801.00

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

Rent Owing To Hearing Date (April 16, 2026)	\$23,136.48
Application Filing Fee	\$201.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$7,000.00
Less the amount of the last month's rent deposit	- \$1,400.00
Less the amount of the interest on the last month's rent deposit	- \$53.36
Total amount owing to the Landlord	\$14,884.12
Plus daily compensation owing for each day of occupation starting April 17, 2026	\$46.03 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00 (the limit of the LTB's monetary jurisdiction).	