



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-013118-26

In the matter of: 3, 633785 ROAD 63
SINGHAMPTON ON N0C1M0

Between: Mike Annable Landlord

And

Andrew Hamilton Tenant

Mike Annable (the 'Landlord') applied for an order to terminate the tenancy and evict Andrew Hamilton (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 21, 2026.

Only the Landlord's Representative, Michael Piliéci, attended the hearing.

As of 2:06 p.m., the Tenant was 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:

Amending the application

1. At the hearing, the Landlord's legal representative submitted that the rental unit address set out in the application was incorrect and requested that the application be amended to reflect the correct address. The application lists the rental unit as 7, 633785 Road 63, Singhampton, ON N0C1M0; however, the correct address of the rental unit is 3, 633785 Road 63, Singhampton, ON N0C1M0.
2. The N4 Notice of Termination correctly reflects the address of the rental unit. The Landlord's legal representative also submitted that there is only one main mailbox for the residential complex. The Board's records indicate that the Notice of Hearing (NOH) was mailed to the residential complex and was not returned.
3. The Landlord's legal representative further submitted that a copy of the amended application, the NOH, and the L1/L9 Update sheet was served on the Tenant on April 6, 2026.

4. Based on the uncontested submissions of the Landlord's legal representative, I find that the Tenant received adequate notice of the proceeding and that no prejudice will result from the amendment. Accordingly, the application is amended to reflect the correct rental unit address.

N4 Notice of termination

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$1,700.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$55.89. This amount is calculated as follows: \$1,700.00 x 12, divided by 365 days.
9. The Tenant has not made any payments since the application was filed.
10. The rent arrears owing to April 30, 2026, are \$22,100.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,700.00 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.
13. Interest on the rent deposit, in the amount of \$97.72 is owing to the Tenant for the period from December 13, 2023, to April 21, 2026.
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:**
 - \$22,286.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$23,986.00 if the payment is made on or before May 11, 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 May 11, 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 May 11, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$19,961.97. 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 \$55.89 per day for the use of the unit starting April 22, 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 May 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 12, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before May 11, 2026, then starting May 12, 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 12, 2026.

April 30, 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 expires on November 12, 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 30, 2026

Rent Owing To April 30, 2026	\$22,100.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$22,286.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 11, 2026

Rent Owing To May 31, 2026	\$23,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$23,986.00

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

Rent Owing To Hearing Date, April 21, 2026	\$21,573.69
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,700.00
Less the amount of the interest on the last month's rent deposit	- \$97.72
Total amount owing to the Landlord	\$19,961.97
Plus daily compensation owing for each day of occupation starting April 22, 2026	\$55.89 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	