



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-009023-26

In the matter of: 608, 699 NIAGARA ST
WELLAND ON L3C0J5

Between: 699 Niagara Street LP Landlord

And

Joshua Hill Tenant

699 Niagara Street LP (the 'Landlord') applied for an order to terminate the tenancy and evict Joshua Hill (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 8, 2026.

The Landlord and the Tenant attended 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 \$1,591.73. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$52.33. This amount is calculated as follows: $\$1,591.73 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2026, are \$9,733.18.
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 \$1,509.00 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. 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 May 31, 2026, pursuant to subsection 83(1)(b) of the Act.
10. The Tenant states he previously paid a full year of rent in advance and that he was double charged in the month of December 2025. He stated that when this double-charge occurred, he stopped paying all rent until he would be ordered to do so by the Board. This double charge occurred as a result of the Tenant believing that his last month of his initial one-year term would be covered by the last month rent deposit the Landlord held. The Landlord relies on s. 106(10) of the Act which stipulates that the last month rent deposit can only be used for the last month of the tenancy, and since December 2025 was not the last month of the tenancy, rent was due on the first of the month.
11. The Tenant states that he did not set aside any of the arrears. Rather he used the amounts to pay a first and last months rent deposit on a separate rental unit, that he decided to not move into. The Tenant concedes he can't satisfy the arrears through a payment plan. He requested only that I exercise my discretion to delay the termination and allow the Tenant more time to vacate the unit.
12. I find that there would be limited prejudice to the Landlord if I were to grant the request to delay termination. Therefore, I will delay the eviction until May 31, 2026.

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:**
 - \$8,327.45 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$9,919.18 if the payment is made on or before May 31, 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 31, 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 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,645.36. 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 \$52.33 per day for the use of the unit starting April 9, 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 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 2026.

April 28, 2026
Date Issued

Chris Hall
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 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.

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	\$8,141.45
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,327.45

B. Amount the Tenant 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	\$9,733.18
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,919.18

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

Rent Owing To Hearing Date	\$6,968.36
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,509.00
Total amount owing to the Landlord	\$5,645.36
Plus daily compensation owing for each day of occupation starting April 9, 2026	\$52.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	