



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

File Number: LTB-L-005187-26

In the matter of: basement, 59 REDMOND DR
AJAX ON L1S6T8

Between: Hygenius Arthur Landlord

And

John Wayne Pitterson Tenant

Hygenius Arthur (the 'Landlord') applied for an order to terminate the tenancy and evict John Wayne Pitterson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 25, 2026.

The Landlord, the Landlord's Legal Representative, Elizabeth Carina Ramos, and the Tenant attended the hearing.

Preliminary Issues:

L1/L9 Information Update Form

1. The Tenant claimed that he had not been properly served an L1/L9 Information Update form (the 'Update') in accordance with Rule 10 of the Board's Rules of Procedure, which requires this form to be served on a tenant five (5) days prior to the hearing.
2. The Landlord provided a copy of a Certificate of Service that indicated that the Tenant had been served the Update on March 24, 2026 via email.
3. I confirmed the monthly rent with the Tenant, as well as asking if he had made any payments since the filing of the L1 application. He confirmed both pieces of information.
4. The Tenant was unable to identify how he was prejudiced by the late service of the Update, other than indicating that it was his right to receive it five (5) days prior to the hearing.
5. I accept the Landlord's Update. Although it was undisputed that the Tenant was not provided with the Update until the day before the hearing, I find there is no prejudice to the Tenant in accepting the form, as the Tenant did not dispute the key information that the Update form provides.

Previous L1 Application

6. The Tenant claimed that there was not a valid application before me due to the failure of the Landlord to properly withdraw a previous L1 application (LTB-L-082630-25).
7. I reviewed the order issued by Member Brar in the above-noted matter, dated December 22, 2025. Paragraph 1 of the order stated: "At the hearing, the Landlord sought to withdraw the application and I consented to the request."
8. The Tenant interpreted this sentence to mean that the Landlord was required to take further steps in order to fully withdraw the application and that the Member had only consented to allow the Landlord to commence some form of withdrawal process.
9. I find that the previous L1 application was properly withdrawn at the hearing of December 10, 2025 and that the current L1 application is properly before me.

Landlord's Name

10. The Tenant claimed that the N4 Notice was invalid as it did not include the full legal name of the Landlord.
11. The N4 Notice identified the Landlord's name as Hygenius Arthur. When asked at the hearing, the Landlord submitted that her full legal name is Hygenius Merlin Arthur. The Tenant submitted that the Landlord was required to include her full legal name on the N4 Notice.
12. I asked the Tenant if there was some element of confusion regarding who the Landlord was that would be rectified by having the Landlord's full name on the N4 Notice. The Tenant was unable to identify how he was confused or prejudiced by the Landlord identifying herself as Hygenius Arthur; as such, I find the Landlord's name on N4 Notice to be appropriate and the N4 Notice itself to be valid because it substantially complies with the requirements contained in s.43(2) of the *Residential Tenancies Act, 2006* (the 'Act').

Determinations:

13. 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.
14. As of the hearing date, the Tenant was still in possession of the rental unit.
15. The lawful rent is \$1,223.64. It is due on the 1st day of each month.
16. Based on the Monthly rent, the daily rent/compensation is \$40.23. This amount is calculated as follows: \$1,223.64 x 12, divided by 365 days.
17. The Tenant has not made any payments since the application was filed.
18. The rent arrears owing to March 31, 2026 are \$13,340.68. When asked if he contested this amount of rent arrears owing, the Tenant stated that he did not owe the Landlord any rent.

19. When further asked to provide an explanation of why he did not owe any rent, the Tenant refused to provide any details or evidence to support his assertion.
20. I am satisfied based on the Landlord's evidence that the arrears owing to March 31, 2026 are \$13,340.68. The Tenant has not provided any evidence to establish that he made any additional payments to the Landlord that are not reflected in the application or the Update.
21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
22. The Landlord collected a rent deposit of \$1,150.00 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.
23. Interest on the rent deposit, in the amount of \$247.17 is owing to the Tenant for the period from May 1, 2014 to March 25, 2026.
24. 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.
25. The Tenant indicated that he has been looking for a new place to live as a result of an L2 Order, based on an N12 Notice (LTB-L-001454-25), with a termination date of April 30, 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:**
 - \$14,750.32 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$15,973.96 if the payment is made on or before May 18, 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 18, 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 18, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,911.62. 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 \$40.23 per day for the use of the unit starting March 26, 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 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 19, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 18, 2026, then starting May 19, 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 19, 2026.

May 7, 2026
Date Issued

Curtis Smith
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 19, 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	\$14,564.32
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,750.32

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 18, 2026

Rent Owing To May 31, 2026	\$15,787.96
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,973.96

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

Rent Owing To Hearing Date	\$13,122.79
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,150.00
Less the amount of the interest on the last month's rent deposit	- \$247.17
Total amount owing to the Landlord	\$11,911.62
Plus daily compensation owing for each day of occupation starting March 26, 2026	\$40.23 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	