



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

File Number: LTB-L-001749-26

In the matter of: 704, 165 QUEEN ST S
HAMILTON ON L8P4R3

Between: ENTERPRISE REIT OPERATING LP Landlord

And

KELLY SWIFT-HENDERSON Tenant
TRACY SWIFT

ENTERPRISE REIT OPERATING LP (the 'Landlord') applied for an order to terminate the tenancy and evict KELLY SWIFT-HENDERSON and TRACY SWIFT (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 19, 2026 at 09:00 am.

Only the Landlord Representative Mark Ciobotaru and the Landlord Agent Claire Lupinsky attended the hearing.

As of 09:30 am, 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:

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 application was filed.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,324.77. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$43.55. This amount is calculated as follows: \$1,324.77 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$4,312.01.

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 \$1,297.54 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 \$166.89 is owing to the Tenants for the period from April 13, 2019 to March 19, 2026.
10. 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.
11. Specifically, given the fact the Tenants did not appear and the time that has passed since the hearing and issuance of this order, I am satisfied to grant any relief would be prejudicial to the Landlord.

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:**
 - \$7,147.55 if the payment is made on or before May 16, 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 16, 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 16, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,536.26. 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 \$43.55 per day for the use of the unit starting March 20, 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 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 17, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before May 16, 2026, then starting May 17, 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 17, 2026.

May 5, 2026
Date Issued

Kelly Delaney
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 17, 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 May 16, 2026

Rent Owing To May 31, 2026	\$6,961.55
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,147.55

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

Rent Owing To Hearing Date	\$3,814.69
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,297.54
Less the amount of the interest on the last month's rent deposit	- \$166.89
Total amount owing to the Landlord	\$2,536.26
Plus daily compensation owing for each day of occupation starting March 20, 2026	\$43.55 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	