



Order under Section 69 Residential Tenancies Act, 2006

Citation: Stone v Morgan, 2026, ONLTB 36329

Date: 2026-05-12

File Number: LTB-L-016054-26

In the matter of: Main Floor, 915 MOSLEY ST
WASAGA BEACH ON L9Z2H2

Between: Danny Stone Landlord

And

David Morgan Tenant

Danny Stone (the 'Landlord') applied for an order to terminate the tenancy and evict David Morgan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 30, 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 \$1,975.10. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$64.93. This amount is calculated as follows: \$1,975.10 x 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 \$9,834.85.
7. There is no last month's rent deposit.
8. 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.

9. At the hearing, the Tenant testified that he works on commission and that his monthly income significantly increases in May each year. As such, he is expecting his financial circumstances to change in the immediate future. He also testified to various personal circumstances that I have considered in deciding what form of relief to grant under section 83.
10. The Tenant requested the institution of a payment plan, but – in my view – such relief is not appropriate in this case and would be unfair to the Landlord. The Tenant defaulted on a previous payment plan instituted by the Board, ultimately resulting in the termination of a previous tenancy between the Landlord and the Tenant: LTB-L-099024-24 and LTB-L-047310-25. Given this history, I find that it would be unfair to the Landlord to institute another payment plan for the arrears.
11. However, in light of the Tenant's testimony about his financial circumstances, I am satisfied that it would not be unfair to the Landlord to postpone the eviction date to the end of the current rental period. This balances the Tenant's interest in preserving his tenancy with the Landlord's right to receive timely payment of the arrears.

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:**
 - \$11,809.95 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 \$9,834.85. This amount includes rent arrears owing up to the date of the hearing. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$64.93 per day for the use of the unit starting May 1, 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.

May 12, 2026
Date Issued

Jeremy Henderson
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 May 31, 2026

Rent Owing to May 31, 2026	\$11,809.95
Total the Tenant must pay to continue the tenancy	\$11,809.95

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

Rent Owing to Hearing Date	\$9,834.85
Total amount owing to the Landlord	\$9,834.85
Plus, daily compensation owing for each day of occupation starting May 1, 2026,	\$64.93 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	