



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-015588-26

In the matter of: 3rd Floor - Attic, 137 BEECHWOOD AVE
HAMILTON ON L8L2S8

Between: Garnett Baugh Landlord

And

Dane Langley Tenant

Garnett Baugh (the 'Landlord') applied for an order to terminate the tenancy and evict Dane Langley (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

This application was heard by videoconference on April 30, 2026.

Only the Landlord, and their friend, Amandeep Toor, attended the hearing.

As of 9:35am, 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:

L1 Application – Non-Payment of Rent

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 \$800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$26.30. This amount is calculated as follows: \$800.00 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 \$4,000.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 Application – Persistent Late Payment of Rent

9. The Landlord gave the Tenant an N8 Notice of Termination because they have persistently failed to pay the rent on the date it was due. The Tenant paid rent late 3 times in a 7-month period spanning from September 1, 2025, to April 30, 2026. The Tenant ceased paying rent as of December 2025.

Relief from Eviction

10. The Landlord sought a standard voidable eviction order, that would provide the Tenant 11 days to pay off all outstanding amounts and void the order.
11. The Landlord testified they reached out to the Tenant to negotiate a payment plan; however, the Tenant was not responsive to this proposition. The Landlord advised the Board that the Landlord is seeking a standard (voidable) eviction order on the L1 application, and a pay on time order (conditional relief) on the L2 Application.
12. What this means is that if the Tenant voids the L1 application, then pursuant to the L2 application, the Tenancy continues subject to conditions.
13. As the Tenant was not present or represented at the hearing no other circumstances were presented in support of granting relief from eviction.
14. In relation to the L1 application, 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.
15. With respect to the L2 application, I have also considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
16. In the circumstances of the case, I am satisfied the proposed pay on time condition on the L2 application is reasonable and occasions little prejudice on the Tenant as the alternative would have been a non remedial eviction order on the L2 application.
17. Accordingly, I will order a standard voidable eviction order on the L1 application, and If the Tenant voids the L1 Application, then the tenancy will continue subject to conditions on the L2 application.

It is ordered that:

L1 Application – Non-Payment of Rent

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:**
 - \$4,986.00 if the payment is made on or before May 25, 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 25, 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 25, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,186.00. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$26.30 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 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 26, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 25, 2026, then starting May 26, 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 26, 2026.

L2 Application – Persistent Late Payment of Rent

10. If the Tenant voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
11. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period June 1, 2026, to May 1, 2027.
12. If the Tenant fails to make any of the payments in paragraph 12 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

May 14, 2026
Date Issued

Amit Gurpersaud
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 of the Tenant expires on November 26, 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 25, 2026

Rent Owing To May 31, 2026	\$4,800.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$4,986.00

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

Rent Owing To Hearing Date	\$4,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$4,186.00
Plus daily compensation owing for each day of occupation starting May 1, 2026	\$26.30 (per day)