



Order under Section 69 Residential Tenancies Act, 2006

Citation: Wilson v Willis, 2026 ONLTB 37309

Date: 2026-05-11

File Number: LTB-L-009022-26

In the matter of: Unit 6, 34 ADELAIDE ST S
LONDON ON N5Z3K2

Between: Scott Wilson

Landlord

And

Darquisha Willis

Tenant

Scott Wilson (the 'Landlord') applied for an order to terminate the tenancy and evict Darquisha Willis (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 4, 2026.

Only the Landlord's Agent, Brenda Wilson, attended the hearing.

As of 1:41 p.m., 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 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 \$700.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$23.01. This amount is calculated as follows: \$700.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. After the application was filed, the Tenant and Landlord entered into an agreement to terminate the tenancy pursuant to an N11 agreement to end the tenancy (the "N11"). The

substance of this agreement was that the tenancy would be terminated April 30, 2026 pursuant to the N11, and in exchange the Landlord would waive entitlement to rent for February and March, 2026, and the last month's deposit would be applied to April's rent.

7. I find that this agreement did not discontinue the application, as while rent was waived for February and March, 2026, the agreement was entered into after this application was filed and the Tenant did not pay the filing fee.
8. I find on the basis of the agreement described above that the Tenant is entitled to a credit towards the rent in the amount of \$2,100.00, representing the application of the last month's rent deposit for April, 2026 and the waiver of two months of rent for February and March, 2026.
9. The rent arrears owing to May 31, 2026 are \$700.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is now no last month's rent deposit as it was applied to the rent for April, 2026. I find that this was appropriate and not contrary to the *Residential Tenancies Act*, 2006 (the "Act") as pursuant to the N11 the parties agreed that April, 2026 would be the last month of the tenancy.
12. The Landlord confirmed interest on the last month's rent deposit was never discussed as part of the agreement to execute the N11. On this basis I find interest on the last month's rent deposit in the amount of \$63.27 is owing to March 31, 2026, the day before it was applied to April's rent. This amount will be deducted from the amount the Tenant owes the Landlord if this order is not voided.
13. The Landlord informed me that subsequent to the N11 being executed, the Tenant did not vacate on April 30, 2026 and has asked for an extension of the termination of the tenancy to May 8, 2026. The Tenant has found new accommodations, but they will not be ready until this time. The Landlord sought termination of the tenancy on this date.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including the agreement to terminate the tenancy by the N11 and waiver of rent included in that agreement, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. While the Landlord sought termination on an earlier date pursuant to the N11 and the Tenant's extension request, I find given the Tenant is not before me to provide consent to this earlier date, and the only application I have before me is in respect of rent arrears, it is more appropriate to issue termination of the tenancy in the standard timing of the Board.

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:**

- \$886.00 if the payment is made on or before May 22, 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 22, 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 22, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$214.77. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application, and interest owing on the last month's rent deposit and the credits noted above have been deducted. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$23.01 per day for the use of the unit starting May 5, 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 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 23, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before May 22, 2026, then starting May 23, 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 23, 2026.

May 11, 2026
Date Issued

Benjamin Seigel
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 23, 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 22, 2026

Rent Owing To May 31, 2026	\$2,800.00
Application Filing Fee	\$186.00
Less the amount of the credit that the Tenant is entitled to	- \$2,100.00
Total the Tenant must pay to continue the tenancy	\$886.00

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

Rent Owing To Hearing Date	\$2,192.04
Application Filing Fee	\$186.00
Less the amount of the credit that the Tenant is entitled to	- \$2,100.00
Less interest on the last month's rent deposit to March 31, 2026	- \$63.27
Total amount owing to the Landlord	\$214.77
Plus daily compensation owing for each day of occupation starting May 5, 2026	\$23.01 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	