



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

File Number: LTB-L-017898-26

In the matter of: 585 LINDSAY RD
SELWYN ON K9J0C5

Between: TODD LAWSON Landlord

And

KEVIN ROGLER Tenant

TODD LAWSON (the 'Landlord') applied for an order to terminate the tenancy and evict KEVIN ROGLER (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).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on May 7, 2026.

The Landlord, the Landlord's agent, Bethann Corfe, and the Tenant attended the hearing.

Donna Rogler, a former tenant, also attended the hearing and was being assisted by TDC Simcoe.

At the hearing, Donna Rogler ("D.R."), who was also a named tenant on the application requested the Board remove her name from the application because she vacated the rental unit in September 2025. The Landlord testified that D.R. had vacated the rental unit around September 2025, but that the Landlord never consented to removing her from the lease. I find that D.R. vacated the rental unit in September 2025, but was liable to pay rent up until December 31, 2025, when she was no longer a legal tenant. I make this finding because the parties agreed that D.R. was to be removed from the tenancy, but the Landlord required the consent of the Tenant in order to move forward with removing D.R.'s name.

It is clear in the evidence adduced at the hearing that the Landlord was aware that D.R. had vacated and that in September 2025. The Tenant testified that he consented to removing D.R. from the lease. In a February 9, 2026 email, the Landlord requested that the Tenant alone sign an N11 notice which released D.R. from the lease and her obligation to pay rent up to December 31,

2025, and that the lease be terminated and the Tenant vacate. Although this N11 notice was not signed by the Tenant, it is evident in this email exchange that the Landlord recognized D.R. was no longer a Tenant in the rental unit. I make this finding because the **Landlord requested the N11 be signed by just the Tenant and the Landlord**, D.R. was not privy to this N11 notice. There was a clear “meeting of the minds” at this point in time, and all parties had accepted that D.R. was no longer a Tenant since September 2025 and that her obligation to pay rent stopped as of December 31, 2025. The Tenant also testified that D.R.’s obligation to pay rent was only up to December 31, 2025 and that she vacated in September 2025. I understand this to mean that all parties had eventually aligned and understood D.R. to no longer be a Tenant at the end of December 2025.

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 \$3,325.34. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$109.33. This amount is calculated as follows: $\$3,325.34 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The parties agreed the rent arrears owing to May 31, 2026 are \$16,489.90.
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 \$3,100.00 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.
9. Interest on the rent deposit, in the amount of \$264.07 is owing to the Tenant for the period from November 12, 2022 to May 7, 2026.

L2 Application – Persistent Late Payment of Rent

10. The parties agreed the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 10 times in the past 14 months from January 1, 2025 to February 28, 2026.
11. Since the filing of the application, the parties agreed that the Tenant has not paid rent for March 2026, April 2026, or May 2026.

12. Therefore, I find that the Tenant has been persistently late in paying the Tenant's rent. The Tenant has been late 13 out of 17 times from January 1, 2025 to May 31, 2026.

Relief from Eviction

13. The Tenant requested the Board grant him relief from eviction and proposed a delayed eviction date of July 31, 2026. The Landlord opposed this delayed eviction date and were agreeable to delaying eviction to May 31, 2026. 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 June 30, 2026 pursuant to subsection 83(1)(b) of the Act. The Tenant lives in the rental unit with his four children, three of which are under the age of 18. By delaying eviction to June 30, 2026, I am providing the Tenant with more time to vacate, while also providing their children the opportunity to finish the school year while still living in the rental unit. Also, the Landlord holds a last month rent deposit, which will be applied to the last month of tenancy, reducing further prejudice on them

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 30, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$10,751.80. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$109.33 per day for the use of the unit starting May 8, 2026 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 July 1, 2026.

May 14, 2026
Date Issued

Vishal Nanda
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 January 1, 2027 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 as the tenancy is terminated

Rent Owing To May 7, 2026	\$13,929.87
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$3,100.00
Less the amount of the interest on the last month's rent deposit	-\$264.07
Total amount owing to the Landlord	\$10,751.80
Plus daily compensation owing for each day of occupation starting May 8, 2026	\$109.33 (per day)