



Order under Section 69 Residential Tenancies Act, 2006

Citation: Richcraft Rental Limited Partnership v Lang, 2026 ONLTB 38445

Date: 2026-05-14

File Number: LTB-L-016508-26

In the matter of: 226 DRAGONFLY WALK
ORLEANS ON K1W0J8

Between: Richcraft Rental Limited Partnership Landlord

And

Jessica Lang Tenant
Ashley Vachon

Richcraft Rental Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Lang and Ashley Vachon (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date. The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on May 5, 2026.

Only the Landlord, represented by their legal representative Alex Grant attended the hearing.

As of 12:17 PM, the Tenants were 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and/or the claim for compensation in the application.
2. 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.

3. As of the hearing date, the Tenants were still in possession of the rental unit.
4. The lawful rent is \$2,070.64. It is due on the day first day of each month.
5. Based on the monthly rent, the daily rent/compensation is \$68.08. This amount is calculated as follows: $\$2,070.64 \times 12$, divided by 365 days.
6. The Tenants have paid \$2,070.64 to the Landlord since the application was filed.
7. The rent arrears owing to May 31, 2026, are \$10,263.20.
8. The Landlord is entitled to \$160.00 to reimburse the Landlord for administration charges the Landlord incurred as a result of 8 cheques given by or on behalf of the Tenants which were returned NSF.
9. The Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
10. The Landlord has incurred or will incur reasonable out-of-pocket expenses of \$513.80 as a result of the Tenant's failure to pay water costs.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$2,070.64 from the Tenants and this deposit is still being held by the Landlord.
13. Interest on the rent deposit, in the amount of \$33.12 is owing to the Tenants for the period from August 1, 2025 to May 5, 2026.
14. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
15. 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 Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before May 31, 2026.
2. The Tenants shall pay to the Landlord \$10,263.20 which represents the rent owing to May 31, 2026.
3. The Tenants shall also pay to the Landlord \$513.80, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.

4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The Tenants shall also pay the Landlord compensation of \$68.08 per day for the use of the unit starting June 1, 2026 until the date the Tenants move out of the unit.
6. The Landlord owes \$2,103.76 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenants.
7. If the Tenants do not pay the Landlord the full amount owing on or before May 25, 2026, the Tenants 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 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 14, 2026
Date Issued

Jeanie Theoharis
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.