



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

**Citation:** LYTH v HELE, 2026 ONLTB 38633

**Date:** 2026-05-14

**File Number:** LTB-L-082218-25-RV

**In the matter of:** 855 HILLIARD ST  
PETERBOROUGH ON K9H5R7

**Between:** Christopher Lyth Landlords  
Linda Lyth

**And**

Robert Hele Tenants  
Valerie Beauregard

### **REVIEW ORDER**

Christopher Lyth and Linda Lyth (the 'Landlords') applied for an order to terminate the tenancy and evict Robert Hele and Valerie Beauregard (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-082218-25 issued on December 18, 2025.

On December 24, 2025, the Tenants requested a review of the order and that the order be stayed until the request to review the order is resolved.

On December 24, 2025 interim order LTB-L-082218-25-RV-IN was issued, staying the order issued on December 18, 2025.

On January 22, 2026, the Tenants' review request was granted with interim order LTB-L-082218-25-RV-IN2 being issued and I directed the application to a fresh hearing.

The *de novo* hearing was held by videoconference on March 10, 2026. As there was insufficient time to complete a contested hearing, the matter was adjourned.

On March 19, 2026, interim order LTB-L-082218-3-RV-IN3 was issued.

The continuance of the hearing for the application was heard by videoconference on May 6, 2026.

The Landlords, the Landlords' Legal Representative, Darryl Woodcock, and the Tenant, Robert Hele, attended the hearing.

**Determinations:**

Preliminary Issues

1. At the outset of the hearing, the Tenant requested an adjournment of the hearing stating that himself and the other Tenant were unwell.
2. The Landlord's representative was opposed to the adjournment request and argued that delaying the hearing again would be prejudicial to the Landlords. He asserted the rent arrears owing are substantial and the Tenants have not paid the rent in full for ten months.
3. By way of background, the *de novo* hearing was held on March 10, 2026. At the hearing, the Tenants sought to raise issues pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). The Tenants completed their evidence and submissions, and the hearing was adjourned to commence at the next hearing with the Tenants' cross-examination.
4. At the March 10, 2026 hearing, the Tenants were expressly advised that an interim order would be issued compelling them to pay ongoing rent pending the outcome of the Landlords' application. They were further warned that any failure to comply would result in the dismissal of their section 82 issues. On March 19, 2026, Interim Order LTB-L-082218-25-RV-IN3 was issued, formally requiring payment of the ongoing rent.
5. The Landlords' representative submitted that the Tenants failed to comply with Interim Order LTB-L-082218-25-RV-IN3 and asserted that the Tenants were seeking an adjournment solely to delay the proceedings.
6. The Tenant did not dispute their failure to comply with the interim order and stated that they have no intention of paying rent due to the alleged maintenance issues. The Tenant further asserted that the rental unit has so many deficiencies that they have been withholding rent and remarked that "the house should be condemned and burnt to the ground."
7. The Tenant argued the Landlords also did not comply with the interim order which included that the Landlord was to replace the stove and repair the washing machine.
8. The Landlord testified that he purchased a new stove and, on or about April 2, 2026, attempted to enter the unit with a plumber to repair the washing machine. Despite the Tenants being present, they refused access. He stated that their refusal led him to conclude they would also block access for the stove installation, and as a result, he did not return to the unit.
9. The Tenant testified the Landlords did not provide them with written 24-hour notice to enter the unit and therefore, did not allow the Landlords to enter.
10. The Landlords' representative submitted he had contacted the Tenants by telephone on April 1, 2026 advising them of the Landlords' intentions and left them a voicemail. The Tenant denied receiving a phone call from the Landlords or the Landlords' representative.

11. As clarified during the hearing, the Tenant had been informed on March 10, 2026, that the Landlords were required to replace the stove and repair the washing machine by April 2, 2026. I accept the Landlords' testimony that they intended to meet these obligations but were unable to proceed as the Tenants refused access to the unit.
12. Having considered the submissions on the adjournment request, I denied the Tenants' request. The Tenants had been clearly informed at the prior hearing that non-compliance with the interim order would result in the dismissal of their section 82 issues, therefore, the sole issue before the LTB was the outstanding rent arrears. As the Tenant did not contest the arrears and given the substantial amount owed, I determined that the hearing would proceed.
13. Upon delivering the decision that the hearing would not be adjourned, the Tenant reacted with significant hostility toward myself, the Landlords, and their representative. He shouted multiple expletives, including unprovoked insults and derogatory comments. Despite repeated warnings to cease this behaviour, he persisted. Although the Landlords' representative requested his removal, the request was denied. The Tenant's ongoing abusive conduct necessitated muting his telephone connection, and the hearing concluded shortly thereafter.

#### L1 Application

14. The Landlords 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.
15. As of the hearing date, the Tenants are still in possession of the rental unit.
16. The lawful rent is \$2,400.00. It is due on the 1st day of each month.
17. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows:  $\$2,400.00 \times 12$ , divided by 365 days.
18. The Tenants have paid \$815.00 to the Landlords since the application was filed.
19. The rent arrears owing to May 31, 2026 are \$27,985.00.
20. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
21. The Landlords collected a rent deposit of \$2,400.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
22. Interest on the rent deposit, in the amount of \$87.34 is owing to the Tenants for the period from October 21, 2024 to May 6, 2026.

**Relief from eviction**

23. The Landlords seek an 11-day standard eviction order. The Landlords' representative submitted the Landlords are seniors and the Tenants' lack of rent payments has been going on for the past twelve months. He explained the Landlords rely on the monthly rent payments from the Tenants to maintain the residential complex and are not in a financial position to sustain this tenancy.
24. The Tenant testified that their request to Ontario Works for assistance with the arrears was denied. He explained that efforts to sell personal items to cover the arrears have failed and stated that no suitable rental units are available in their region, making it difficult to secure alternative housing. When asked how much time would be needed to vacate, the Tenant responded, "what am I psychic? I have no idea."
25. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction under subsection 83(1). The evidence and submissions establish that the Tenants do not have sufficient income to pay the monthly rent or make additional payments toward the outstanding arrears. Although the Tenant testified that rent was withheld due to alleged maintenance issues, they did not indicate that these funds were available to pay the arrears. In fact, the Tenant testified that they have no money to pay the Landlords. In my view, and having regard to all relevant circumstances, the tenancy is no longer viable, and delaying the eviction would be highly prejudicial to the Landlords given the substantial arrears owing.

**It is ordered that:**

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
  - \$28,171.00 if the payment is made on or before May 25, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have 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 Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before May 25, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$23,757.06. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlords owe on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.

6. The Tenants shall also pay the Landlords compensation of \$78.90 per day for the use of the unit starting May 7, 2026 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlords 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 25, 2026, then starting May 26, 2026, the Landlords 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 Landlords on or after May 26, 2026.

**May 14, 2026**  
**Date Issued**

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Susan Priest  
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 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 Tenants 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                                                               | \$28,800.00        |
| Application Filing Fee                                                                   | \$186.00           |
| <b>Less</b> the amount the Tenants paid to the Landlords since the application was filed | - \$815.00         |
| <b>Total the Tenants must pay to continue the tenancy</b>                                | <b>\$28,171.00</b> |

**B. Amount the Tenants must pay if the tenancy is terminated**

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$26,873.40          |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Less</b> the amount the Tenants paid to the Landlords since the application was filed                            | - \$815.00           |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$2,400.00         |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                             | - \$87.34            |
| <b>Total amount owing to the Landlords</b>                                                                          | <b>\$23,757.06</b>   |
| Plus daily compensation owing for each day of occupation starting May 7, 2026                                       | \$78.90<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |