



Order under Section 69 Residential Tenancies Act, 2006

Citation: Sequoia Real Estate Holding o/a Inn on the Lake v Hardgrove, 2026, ONLTB 38611

Date: 2026-05-14

File Number: LTB-L-018377-26

In the matter of: 7, 15 LAKE DR N
KESWICK ON L4P1A1

Between: Sequoia Real Estate Holding o/a Inn on the Lake Landlord

And

Jean Hardgrove Tenants
Joey Mohammed
Leonie Hardgrove
Anthony King

Sequoia Real Estate Holding o/a Inn on the Lake and Sequoia Real Estate Holding o/a Inn on the Lake (the 'Landlord') applied for an order to terminate the tenancy and evict Jean Hardgrove, Joey Mohammed, Leonie Hardgrove and Anthony King (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 11, 2026.

The Landlord's Representative, Agatha Small and the Tenants Jean Hardgrove and Joey Mohammed attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$688.00. It is due on the 1st day of each week.
4. Based on the Weekly rent, the daily rent/compensation is \$98.02. This amount is calculated as follows: \$688.00 x 52, divided by 365 days.

5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to May 11, 2026, are \$46,377.00.
7. The Tenants denied that they owed arrears in the amount alleged by the Landlord. When asked on what basis, the Tenants were unable or unwilling to direct me to any specific disputed payments or rent charges. While they alluded to receipts, no documentation was provided by the Tenants before or during the hearing. Having not provided any basis for their objection to the amounts claimed by the Landlord, no documentation or testimony, and no alternative calculation of the arrears owing, I afford the testimony of the Tenants no weight.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. 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.
11. The Tenants Jean Hardgrove and Joey Mohammed testified about their circumstances at the hearing. They testified that they live in the rental unit with their two children and a senior citizen parent and that moving in the near future will not be achievable for them. Ms. Mohammed testified that the family is planning to move and that she has secured a place available on August 1, 2026.
12. However, the Tenants have already spent significant time in the rental unit without paying rent. The arrears owed, per the Landlord's evidence, is already approaching the monetary jurisdiction of the Board. Any extension of the tenancy would, therefore, be unduly prejudicial to the Landlord. Therefore, I decline to grant relief under section 83 of the Act.

It is ordered that:

1. The tenancy between the Landlord 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 Landlord or to the LTB in trust:**
 - \$47,251.00 if the payment is made on or before May 18, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$47,939.00 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 Tenants 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 \$46,377.00. 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 Tenants shall also pay the Landlord compensation of \$98.02 per day for the use of the unit starting May 12, 2026, until the date the Tenants move out of the unit.
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 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.

May 14, 2026
Date Issued

Jeremy Henderson
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 18, 2026

Rent Owing To May 18, 2026	\$47,251.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$47,437.00

B. 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 25, 2026	\$47,939.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$48,125.00

C. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$46,377.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$46,563.00
Plus, daily compensation owing for each day of occupation starting May 12, 2026	\$98.02 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	