



Order under Section 69 Residential Tenancies Act, 2006

Citation: Windsor v Harrow, 2026 ONLTB 39030

Date: 2026-05-15

File Number: LTB-L-019370-26

In the matter of: Basement, 295 Plains Rd W
Burlington ON L7T1G1

Between: Jacob E Windsor
Jonathan M Orlando Landlords

And

David Harrow Tenant

Jacob E Windsor and Jonathan M Orlando (the 'Landlords') applied for an order to terminate the tenancy and evict David Harrow (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 12, 2026.

The Landlords and the Tenant attended the hearing.

Preliminary issues:

Tenant's section 82 issues

1. The Tenant sought to raise issues under section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). The Tenant acknowledged that he did not provide the Landlords with a written description of the issues he intended to raise at the hearing as required under section 82 of the Act and Rule 19.4 of the Board's Rules of Procedure. The Tenant also provided no evidence that he was unable to comply with the disclosure requirements and as a result, the Tenant was not permitted to raise any issues under section 82 of the Act. The Tenant still has an opportunity to bring his own application(s) against the Landlords to address the issues the Tenant sought to raise at this hearing under section 82.

Determinations:

2. Pursuant to section 201(1) of the Act, the application is amended to reflect the correct arrears owing on the date the application was filed, in this case, March 3, 2026. The application is amended from arrears of \$2,000.00 as of January 31, 2026, to arrears of \$6,000.00 to March 31, 2026.

3. The Landlords 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.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$2,000.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to May 31, 2026 are \$10,000.00.
9. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlords collected a rent deposit of \$2,000.00 from the Tenant 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.
11. Interest on the rent deposit, in the amount of \$146.83 is owing to the Tenant for the period from April 1, 2023 to May 12, 2026.
12. The Tenant does not dispute the arrears owing.
13. The Tenant testified that he withheld rent due to alleged harassment by the Landlords. The Tenant further testified that he intended to vacate the rental unit, but his plans fell through and he was unable to do so. The Tenant requests additional time to June 30, 2026, to secure alternative accommodations. The Tenant testified that he is a single father with three children ages 14- and 8-year-old twins.
14. The Landlords oppose the delayed eviction. The Landlords submit that the Tenant's failure to pay the rent has impacted their ability to pay utilities for the residential complex. The Landlords submitted that there is a related L2 application with respect to the Tenant's behaviour which has also prevented them from renting the additional two units in the residential complex. Allowing the Tenant to stay additional time would cause financial prejudice to the Landlords.
15. Based on the evidence before me, 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 May 31, 2026 pursuant to subsection 83(1)(b) of the Act.
16. While eviction is a remedy of last resort, the Tenant does not intend to remain in the rental unit and seeks additional time to vacate. I find that permitting the Tenant to remain in the rental unit to June 30, 2026 would be unreasonable in the circumstances, particularly given that the Tenant withheld rent for approximately five months. While the Tenant may be experiencing issues with the Landlords, there is nothing in the Act that permits a tenant to withhold rent.

17. The Landlords testified that they have been unable to rent the additional units in the residential complex and that the Tenant's refusal to pay rent is causing financial prejudice. The Landlords provided clear and direct testimony, I accept it. Considering that the Tenant has 3 children and a potential delay with the sheriff's enforcement, I find a short delay to May 31, 2026 to be reasonable.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
 - \$10,186.00 if the payment is made on or before May 31, 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 31, 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 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$6,828.17. 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 owes 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 Tenant shall also pay the Landlords compensation of \$65.75 per day for the use of the unit starting May 13, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlords the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 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 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 June 1, 2026.

May 15, 2026
Date Issued

Mayra Sawicki
 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.

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 31, 2026

Rent Owing To May 31, 2026	\$10,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,186.00

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

Rent Owing To Hearing Date	\$8,789.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,000.00
Less the amount of the interest on the last month's rent deposit	- \$146.83
Total amount owing to the Landlords	\$6,828.17
Plus daily compensation owing for each day of occupation starting May 13, 2026	\$65.75 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	