



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

File Number: LTB-L-011640-26

In the matter of: 301322 Concession 2 - SDR
Hanover ON N4N3B8

Between: Larry Hoffarth
Sharron Hoffarth Landlords

And

Ryan Bell Tenant

Larry Hoffarth and Sharron Hoffarth (the 'Landlords') applied for an order to terminate the tenancy and evict Ryan Bell (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 19, 2026.

The Landlords' representative, Jacqueline Armstrong, the Landlords, and the Tenant attended the hearing.

At the end of the hearing, the Tenant requested an adjournment and submitted he was having technical issues preventing him from participating in the hearing. The Landlords opposed the Tenant's request to adjourn. I denied the Tenant's request to adjourn as the hearing was just about concluded and in no time during the hearing did the Tenant raise these technical issues with me. I allowed the Tenant to speak to his section 83 considerations, which was all that was left to hear at the time the Tenant requested an adjournment. The Tenant did not have any technical difficulties during this time that prevented him from reasonably participating in the hearing. To allow an adjournment during the end of a hearing would have been an abuse of process and seriously prejudicial on the Landlords.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,929.69. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$63.44. This amount is calculated as follows: \$1,929.69 x 12, divided by 365 days.
5. The Tenant has paid \$2,895.00 to the Landlords since the application was filed.
6. The parties agreed the rent arrears owing to May 27, 2026 are \$6,987.58.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

Relief from eviction

9. The Tenant requested the Board grant relief from eviction in the form of a payment plan. The Landlords opposed the Tenant's request. I am not satisfied that a payment plan would be viable for the Tenant. I make this finding because the Tenant testified their monthly income is \$2,500.00, which includes Ontario Disability Support Payments ('ODSP'), and CPP disability payments. The lawful rent is \$1,929.69, which would result in the Tenant being left with just over \$500.00 a month for living and other expenses. It would not be fair to grant a payment plan in these circumstances as the Tenant does not have the income to support a payment plan.
10. The Tenant requested if the Board cannot grant a payment plan, then to provide him with more time to vacate. The Tenant lives in the rental unit with his two children, a 17-year-old son and a 19-year-old daughter. The Tenant also testified they have a spinal injury, but did not specify what accommodation would be required to support this disability during an eviction. 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 has two children living with him, one of which is still in school. By delaying eviction until June 30, 2026, I am providing the Tenant with more time to vacate and also ensuring his son completed the school year while still living in the rental unit, without seriously prejudicing the Landlords.

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:**
 - \$7,173.58 if the payment is made on or before May 27, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$9,103.27 if the payment is made on or before June 27, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$11,032.96 if the payment is made on or before June 30, 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 June 30, 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 June 30, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$6,666.06. 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 Tenant shall also pay the Landlords compensation of \$63.44 per day for the use of the unit starting May 20, 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 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.
 8. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.

May 22, 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 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 to void the eviction order and continue the tenancy if the payment is made on or before May 27, 2026

Rent Owing To May 27, 2026	\$9,882.58
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$2,895.00
Total the Tenant must pay to continue the tenancy	\$7,173.58

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 27, 2026

Rent Owing To June 27, 2026	\$11,812.27
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$2,895.00
Total the Tenant must pay to continue the tenancy	\$9,103.27

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To July 27, 2026	\$13,741.96
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$2,895.00
Total the Tenant must pay to continue the tenancy	\$11,032.96

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

Rent Owing To Hearing Date	\$9,375.06
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$2,895.00
Total amount owing to the Landlords	\$6,666.06
Plus daily compensation owing for each day of occupation starting May 20, 2026	\$63.44 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	