



Order under Section 69 Residential Tenancies Act, 2006

Citation: Fines v Bates, 2026 ONLTB
41301 **Date:** 2026-05-25
File Number: LTB-L-106880-25

In the matter of: B, 408 SIMON ST
SHELBURNE ON L9V3P3

Between: Ross Fines Landlord
Terry Fines

And

Kyle Bates Tenant

Ross Fines and Terry Fines (the 'Landlord') applied for an order to terminate the tenancy and evict Kyle Bates (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord, the Landlord's legal representative, Patience Loyal, and the Tenant attended the hearing.

Determinations:

1. The Landlord 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 \$1,756.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$57.73. This amount is calculated as follows: \$1,756.00 x 12, divided by 365 days.
5. The parties agree that the rent arrears owing to March 31, 2026 are \$10,013.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

7. The Landlord collected a rent deposit of \$800.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
8. Interest on the rent deposit, in the amount of \$81.01 is owing to the Tenant for the period from July 1, 2021 to March 5, 2026.
9. The Tenant has lived in the rental unit since 2021. The Tenant testified that he was off work for approximately three months because of a back injury, and that this is the reason the arrears accumulated. He said he expects to return to work in a few weeks, but he could not confirm a start date or identify the income he will be earning. The Tenant proposed to pay the ongoing monthly rent and an additional \$500.00 toward the arrears beginning April 1, 2026, and said he would look for side work to supplement his income.
10. The Tenant's evidence about his ability to pay was unclear. When asked whether there were any circumstances I should consider under section 83 of the Act, the Tenant first said there were none. He then said he did not have the income to move and that he has no support to assist him in finding new accommodation.
11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlord attempted to negotiate a repayment agreement with the Tenant. I find that it would be unfair to grant relief from eviction under subsection 83(1) of the Act. The arrears are substantial. The Tenant's proposed payment plan would not repay the arrears within a reasonable period, and I am not satisfied, based on his evidence, that he has the ability to pay the ongoing rent plus an additional \$500.00 per month.
12. I have also considered the length of the tenancy, the Tenant's recent back injury, the interruption in his employment, and his evidence that he has no support to assist him in relocating. Weighing these circumstances against the Landlord's interest in recovering possession and the rent that continues to accrue, I find that it would not be unfair to postpone the eviction until June 12, 2026 pursuant to subsection 83(1)(b) of the Act. This will give the Tenant a reasonable opportunity to either void this order or arrange alternative housing.

It is ordered that:

1. The tenancy between the Landlord 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 Landlord or to the LTB in trust:**
 - \$13,711.00 if the payment is made on or before May 31, 2026.

OR

 - \$15,467.00 if the payment is made on or before June 12, 2026.

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 12, 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 12, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,850.64. 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 Landlord 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 Landlord compensation of \$57.73 per day for the use of the unit starting March 6, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 13, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 12, 2026, then starting June 13, 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 13, 2026.

May 25, 2026
Date Issued

Colin Elsby
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 13, 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 if the tenancy is terminated

Rent Owing To Hearing Date	\$8,545.65
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$800.00
Less the amount of the interest on the last month's rent deposit	- \$81.01
Total amount owing to the Landlord	\$7,850.64
Plus daily compensation owing for each day of occupation starting March 6, 2026	\$57.73 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	