



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-020034-26

In the matter of: 209, 457 EDINBURGH RD S
GUELPH ON N1G2Y5

Between: Homestead Land Holdings Limited Landlord

And

Allana Mae Babayen-On Tenants
Gabriel Gabriela

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Allana Mae Babayen-On and Gabriel Gabriela (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on May 21, 2026.

Only the Landlord's legal representative, Fatima Shahzad attended the hearing.

As of 1:47 p.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Amending the application

1. At the hearing I raised the issue that the application claimed arrears to March 31, 2026, indicating a payment received for March 2026 rent, but that the L1/L9 Information Update Sheet claimed March 2026 rent as owing. The Landlord's legal representative stated that following the filing of the application on March 4, 2026, the March 2026 rent payment returned NSF on March 5, 2026. The Landlord's legal representative requested to amend the application to reflect the March 2026 rent as owing, bringing the total arrears owing as of the date of filing to \$4,100.00.
2. I find that there is no prejudice to the Tenants in amending the application, as the L1/L9 Update Sheet was served on the Tenants and accurately reflects the arrears owing.

Further, the Tenants ought to have known that the March payment was returned due to insufficient funds and therefore remained owing to the Landlord. The Tenants also did not attend the hearing to provide submissions to the contrary. Accordingly, the application is amended to include the March 2026 rent as owing, resulting in total arrears in the amount of \$4,100.00 to March 31, 2026.

N4 Notice of termination

3. 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.
4. As of the hearing date, the Tenants were still in possession of the rental unit.
5. The lawful rent is \$2,050.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$67.40. This amount is calculated as follows: \$2,050.00 x 12, divided by 365 days.
7. The Tenants have not made any payments since the application was filed.
8. The rent arrears owing to May 31, 2026 are \$8,200.00.
9. The Landlord's legal representative waived the collection of the NSF charges claimed in the application.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,050.00 from the Tenants 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.
12. Interest on the rent deposit, in the amount of \$27.48 is owing to the Tenants for the period from October 1, 2025 to May 21, 2026.
13. 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.

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:**

- \$8,386.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$10,481.00 if the payment is made on or before June 6, 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 has paid the full amount owing as ordered plus any additional rent that became due after June 6, 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 June 6, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$5,673.92. This amount includes rent arrears owing up to the date of the hearing and unpaid NSF charges. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlord compensation of \$67.40 per day for the use of the unit starting May 22, 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 June 6, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 7, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before June 6, 2026, then starting June 7, 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 7, 2026.

May 26, 2026
Date Issued

Christina Philp
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 7, 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	\$8,200.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Total the Tenant must pay to continue the tenancy	\$8,386.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 6, 2026

Rent Owing To June 30, 2026	\$10,250.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Total the Tenant must pay to continue the tenancy	\$10,481.00

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

Rent Owing To Hearing Date	\$7,565.40
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount of the last month's rent deposit	- \$2,050.00
Less the amount of the interest on the last month's rent deposit	- \$27.48
Total amount owing to the Landlord	\$5,673.92
Plus daily compensation owing for each day of occupation starting May 22, 2026	\$67.40 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	