



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

File Number: LTB-L-005071-26

In the matter of: 22, 14 CARTIER CRT
BROCKVILLE ON K6V6S6

Between: SIREG Management Inc. Landlord

And

William Root Tenant
Alexus Shire

SIREG Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict William Root and Alexis Shire (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 8, 2026.

The Landlord's legal representative Pegah Fakhr-Attar 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 \$1,460.63. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$48.02. This amount is calculated as follows: $\$1,460.63 \times 12$, divided by 365 days.
5. The Tenant has paid \$5,111.55 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026, are \$729.49.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$1,425.00 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.
9. Interest on the rent deposit, in the amount of \$18.04 is owing to the Tenant for the period from September 1, 2025, to April 8, 2026.
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 Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

Tenant Testimony

11. The Tenant acknowledged the amount of arrears claimed by the Landlord and confirmed that the arrears set out in the application are correct.
12. The Tenant testified that she is willing to pay the rental arrears but does not agree with paying the Landlord's filing fee.
13. The Tenant stated that she attempted to contact the Landlord to discuss a payment arrangement. The Tenant testified that she obtained the Landlord's contact information from the Landlord's website and left voicemail messages but did not receive a response.
14. The Tenant further testified that the superintendent advised her to pay whatever amount she could toward the arrears. The Tenant explained that she had recently finished school and was attempting to arrange a payment plan in relation to the January 2026 rent.
15. In response to questions from the Board, the Tenant confirmed that the rental arrears were not paid in full at the time she attempted to contact the Landlord in January 2026.

Analysis

16. Pursuant to subsection 59(1) of the Act, a landlord may give a tenant notice of termination if the tenant fails to pay rent lawfully required under the tenancy agreement.
17. The Tenant acknowledged that the arrears claimed by the Landlord are correct. Based on the uncontested evidence before the Board, I am satisfied that the Tenant failed to pay rent lawfully owing under the tenancy agreement and that the arrears remain outstanding.
18. I have considered the Tenant's explanation regarding her attempts to contact the Landlord and arrange a payment plan. I accept that the Tenant attempted to communicate with the Landlord and that she recently completed school. However, the Tenant did not propose a specific repayment plan at the hearing and confirmed that the arrears remained outstanding.
19. I have also considered subsection 83(1) of the Act, which requires the Board to consider all the circumstances in determining whether it would be unfair to refuse or postpone eviction. In the circumstances, there is insufficient evidence before the Board to support relief from eviction or a delayed eviction date beyond the standard order.

20. With respect to the filing fee, subsection 204(2) of the Act and Rule 23.1 of the Board's Rules of Procedure permit the Board to require a tenant to reimburse the landlord for the application filing fee where the landlord is successful. As the Landlord was successful in the application, it is appropriate that the Tenant reimburse the filing fee.
21. Accordingly, the Landlord is entitled to a standard order for termination of the tenancy, eviction, the rental arrears owing to the date of the hearing, and reimbursement of the filing fee.

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:**
 - \$2,376.12 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$3,836.75 if the payment is made on or before June 5, 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 5, 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 5, 2026.**
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$1,604.02. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$48.02 per day for compensation for the use of the unit starting April 9, 2026, until the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before June 5, 2026, then starting June 6, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 6, 2026.

May 25, 2026
Date Issued

Nathan Korenberg
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 6, 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	\$7,301.67
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,111.55
Total the Tenant must pay to continue the tenancy	\$2,376.12

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 5, 2026

Rent Owing To June 30, 2026	\$8,762.30
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,111.55
Total the Tenant must pay to continue the tenancy	\$3,836.75

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

Rent Owing To Hearing Date	\$4,764.57
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,111.55
Less the amount of the last month's rent deposit	- \$1,425.00
Less the amount of the interest on the last month's rent deposit	- \$18.04
Total amount owing to the Tenant	\$(1,604.02)
Plus daily compensation owing for each day of occupation starting April 9, 2026	\$48.02 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	