



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

File Number: LTB-L-104075-25

In the matter of: Unit/Room #1, 195 Nottawasaga Street
Orillia ON L3V3K2

Between: Sarah Murdoch Landlord

And

Timothy Canning Tenants
Ashley Gilchrist

Sarah Murdoch (the 'Landlord') applied for an order to terminate the tenancy and evict Timothy Canning and Ashley Gilchrist (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 18, 2026.

The Landlord and the Tenant, Ashley Gilchrist attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$32.88. This amount is calculated as follows: \$1,000.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$11,440.00. The Tenants do not dispute the arrears owing.
7. The Landlord 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.
9. 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.
10. The Tenant, Ashley Gilchrist, requested an extended termination date of April 10, 2026, to allow her time to transition to her uncle's home in Hamilton. The Tenant confirmed that she does not seek to preserve the tenancy. Although an extended termination date may have been reasonable based on the Tenant's request at the hearing, I find that, given the issuance date of this order, the Tenant has already had sufficient time to address the arrears or secure alternate accommodation. Therefore, no further delay of the termination date shall be granted.
11. This order does not reflect any payments that may have been paid towards the arrears after February 18, 2026.

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:**
 - \$14,626.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$15,626.00 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 have 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 does not void the order, the Tenants shall pay to the Landlord \$11,217.84. 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 Tenants shall also pay the Landlord compensation of \$32.88 per day for the use of the unit starting February 19, 2026 until the date the Tenant 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

Joshua Labbe
Member, Landlord and Tenants 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 Tenants 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	\$14,440.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$14,626.00

B. Amount the Tenants 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	\$15,440.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$15,626.00

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

Rent Owing To Hearing Date	\$11,031.84
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$11,217.84
Plus daily compensation owing for each day of occupation starting February 19, 2026	\$32.88 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	