



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-022448-26

In the matter of: Unit 3 Giardino, 76 Holwood Avenue
York ON M6M1P6

Between: Maria Rose Hawkins Landlords
Dane Hawkins
Catherine Hawkins

And

Benn Mathers Tenant

Maria Rose Hawkins, Dane Hawkins and Catherine Hawkins (the 'Landlords') applied for an order to terminate the tenancy and evict Benn Mathers (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord's also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on May 26, 2026.

The first and second named Landlords and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy shall be terminated pursuant to the terms of this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On February 2, 2026, the Landlords gave the Tenant an N8 notice of termination by way of placing said document in the mailbox, and under the door of the rental unit. The notice of termination contains a termination date of April 30, 2026, and contains the following allegations: the Tenant has been persistently late in paying the Tenant's rent for the rental period of August 1, 2025, to February 1, 2026.
4. Based on the information contained in the N8 notice of termination, the Tenant has paid the rent late for the months of August 1, 2025, through to January 2026. The Tenant made no payments towards February 2026 rent as of the issuance date and service of the N8 notice of termination.
5. The Tenant did not dispute being persistently late in paying the lawful rent as claimed by the Landlords and attributed the late payments due to the Tenant's financial circumstances and reduction in the Tenant's workload and income.
6. Based on the evidence, I find that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been late 6 times in the past 6 months leading to service of the N8 notice of termination.
7. The Tenant was required to pay the Landlord \$1,324.70 in daily compensation for use and occupation of the rental unit for the period from May 1, 2026, to May 26, 2026. The Landlords were no longer seeking daily compensation at the time of the hearing.
8. Based on the monthly rent, the daily compensation is \$50.95. This amount is calculated as follows: \$1,549.70 x 12, divided by 365 days.
9. The Landlords incurred costs of \$201.00 for filing the application and are entitled to reimbursement of those costs.
10. The Landlords collected a rent deposit of \$1,475.00 from the Tenant and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of \$90.13 is owing to the Tenant for the period from November 15, 2023, to May 26, 2026.
11. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
12. The Landlords' application also claimed unpaid utilities in the amount of \$92.64 comprising of \$39.96 for gas consumption, \$44.05 for hydro consumption, and \$8.64 for water consumption. The Landlords sought an order this amount.
13. The Tenant did not dispute the unpaid utilities claimed by the Landlords.
14. Based on the evidence, I find that the Tenant failed to pay heat, electricity and water costs that they were required to pay under the terms of the tenancy agreement.
15. The Landlords have incurred reasonable out-of-pocket expenses of \$92.64 as a result of the Tenant's failure to pay heat, electricity and/or water costs.
16. The Landlords were unaware of any circumstances that may require the Board to consider delaying or denying termination of the tenancy and sought the issuance of a standard order.

17. The Tenant simply sought relief by way of a short delay for a period of 30 days from the date of the hearing. This delay was to allow the Tenant additional time to secure alternative housing. I found this request to be reasonable given the circumstances.
18. 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.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 30, 2026.
2. 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.
3. 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.
4. The Tenant shall pay the Landlords compensation of \$50.95 per day for the use of the unit starting May 27, 2026, until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlords \$92.64, which represents the reasonable out-of-pocket expenses the Landlords have incurred or will incur as a result of the unpaid utility costs.
6. The Tenant shall also pay to the Landlords \$201.00 for the cost of filing the application.
7. The Landlords owe \$1,565.13 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$1,271.49.
9. However, the Landlord is authorized to deduct from amount owing to the Tenant \$50.95 per day for compensation for the use of the unit starting July 1, 2026, to the date the Tenant moves out of the unit.
10. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

June 4, 2026
Date Issued

Ilan Shingait
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 of the Tenant 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.