



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

File Number: LTB-L-022421-26

In the matter of: Basement, 42 BRITANNIA AVE
Hamilton ON L8H1W6

Between: Ivor Christopher Landlord

And

Kaiden Simms Tenant

Ivor Christopher (the 'Landlord') applied for an order to terminate the tenancy and evict Kaiden Simms (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 20, 2026.

The Landlord 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 \$1,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$39.45. This amount is calculated as follows: \$1,200.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$7,800.00. The Tenant did not dispute the amount of the arrears.
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 \$1,200.00 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 \$19.06 is owing to the Tenant for the period from August 18, 2025 to May 20, 2026.

Section 83 Considerations:

10. The Tenant testified that he lost his employment on October 25, 2025 and due to this, and black mold in the rental unit, the Tenant stopped paying his rent. The Tenant testified that he told the Landlord in August 2025 about black mold in the bathroom and common areas. The Landlord testified that when he was notified in August 2025, the Landlord went in and cleaned the bathroom and it was not black mold just mold that grew from the Tenant not cleaning the bathroom. The Landlord further testified that he left the cleaning products for the Tenant and told him to clean the bathroom at least once a month.
11. The Tenant then testified that he followed up with the Landlord again in November 2025 and on May 15, 2026 that the mold is getting worse and there is an egg smell from the toilet. The Landlord testified that he went to the rental unit in November 2025 when the Tenant brought up the issue and did not see any mold or smell an egg smell in the bathroom and says he took pictures. The Landlord further testified that he went into the rental unit on May 15, 2026 and there was no black mold. Neither party submitted photo evidence.
12. The Tenant testified that he gets headaches and feels nauseous if he is in the bathroom for too long, and his younger brother is staying with him and has breathing issues.
13. Based on the evidence before me, while the issues with potential black mold might be the subject of a tenant's application to the Board, I am not satisfied that the Tenant has established that the Landlord is in a serious breach of their responsibilities within the meaning of section 83(3)(a) of the *Residential Tenancies Act, 2006* (the 'Act'). The evidence indicated that the Landlord responded when the Tenant complained about the mold issues in August 2025, November 2025 and May 2026. The Landlord testified that the issue was regular mold due to the Tenant not cleaning the bathroom and no black mold was present, and the Tenant did not provide any documentary evidence to support his allegation that there is black mold in the rental unit. In these circumstances, I am not satisfied that the Landlord is in serious breach. My finding is without prejudice to the Tenant bringing a T2 application in relation to the issues they have raised should they consider it appropriate to do so.
14. The Tenant testified he receives \$633.00 per month from Ontario Works and his 17-year old brother lives with him due to space issues at his mother's home. The Tenant further testified he has no ability to pay the arrears, but could get a loan to pay May 2026 and ongoing rent. The Tenant testified he recently started his own business but there is no income right now. The Tenant testified he would need at least 6 weeks to find alternative accommodations as he does not have friends and family that he can stay with.
15. The Landlord is seeking a standard 11-day eviction order. The Landlord testified that the Tenant has not paid rent for 7 months and was persistently late prior.

16. 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. I accept the Tenant's evidence that he will be impacted by an eviction, however, based on the Tenant's current financial position and inability to provide a stable plan to pay the arrears and ongoing rent, I am not satisfied the tenancy is viable. Providing a relatively short delay in eviction will allow the Tenant time to find alternative accommodations and will help mitigate the impact. However, given that the arrears are not insignificant and the Tenant has not made any payments since the application was filed, it would be unfair to delay the eviction longer.

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:**
 - \$9,186.00 if the payment is made on or before June 30, 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 30, 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 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,355.94. 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 \$39.45 per day for the use of the unit starting May 21, 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 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 July 1, 2026.

June 1, 2026
Date Issued

Allana McComb
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 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.

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 June 30, 2026

Rent Owing To June 30, 2026	\$9,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,186.00

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

Rent Owing To Hearing Date	\$7,389.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,200.00
Less the amount of the interest on the last month's rent deposit	- \$19.06
Total amount owing to the Landlord	\$6,355.94
Plus daily compensation owing for each day of occupation starting May 21, 2026	\$39.45 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	