



Order under Section 69 Residential Tenancies Act, 2006

Citation: Bryan v Murrell, 2026 ONLTB 43298

Date: 2026-06-04

File Number: LTB-L-024787-26

In the matter of: Bsmt unit, 38 Gotham Court
North York ON M6M2N8

Between: Denise Bryan Landlord

And

Omar Murrell Tenant

Denise Bryan (the 'Landlord') applied for an order to terminate the tenancy and evict Omar Murrell (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 28, 2026.

The Landlord and the Tenant attended the hearing.

The Tenant insisted at the hearing that they had no last name and are only known as "Omar". Nonetheless, I confirmed with the Tenant that they were the tenant of this rental unit. The Landlord also confirmed that the Tenant is the party they entered into the lease with and the copy of the lease provided shows that the Tenant is listed as Omar Murrell. I am therefore satisfied that the Tenant is the properly named party to this application.

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 \$1,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days.

5. The Landlord testified they had received no payments from the Tenant and I find that the Tenant has not made any payments since the application was filed on the basis of this testimony, as further discussed below.
6. I find that the rent arrears owing to May 31, 2026 are \$6,000.00 on the basis of the testimony of the Landlord and for the reasons below.
7. The Tenant acknowledged the financial information provided by the Landlord was correct, but disputed that any amount remained owing. The submissions the Tenant made in relation to this were as follows:
 - a. That the Tenant is the secured party creditor in this matter and they reserve their rights and waive none of their rights ever;
 - b. The Tenant was appointing me as a fiduciary and accepting the credit that was sent to him in good faith to discharge the debt with prejudice and without recourse;
 - c. A bond was created by LTB-L-024787-26 by the LTB and the Tenant as beneficiary of the trust was appointing me as fiduciary to discharge the debt as the credit was sent to him, was accepted in good faith and without recourse on the record and for the record; and
 - d. A bill of exchange was sent to the Landlord for \$4,500.00.
8. The Tenant had filed no evidence of any kind in this matter, including in relation to the bill of exchange referred to. I note that the Tenant acknowledged that the financial information provided by the Landlord, which included that the Landlord had received no payments since the filing of the application, was correct. Given the above, and that the Tenant provided no evidence of this bill of exchange, I accept the Landlord's evidence in this regard and find that no payments, including in the form of this bill of exchange referred to, have been received by the Landlord.
9. As to the remainder of the submissions made by the Tenant, they do not bear resemblance to factual reality, and are not supported by any known relevant law applicable to this proceeding.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.
12. The Landlord seeks a termination of the tenancy as the rent arrears are substantial and the Tenant has not been responsive to efforts to establish a repayment plan for the rent arrears. The Landlord has had to cash out financial investments in order to cover the expenses of the rental unit including a mortgage, and this situation is causing them significant financial strain. The Landlord submits given the position presented by the Tenant in the hearing, it is clear the Tenant has no intention to pay the amount owing.
13. The Tenant did not request relief from eviction under section 83(1) of the *Residential Tenancies Act*, 2006 (the "Act"), including an extended termination date or payment plan,

even when given the direct opportunity to do so. The Tenant only repeated their arguments noted above as to why they did not owe the rent arrears that I have found to be owing.

14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.

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:**
 - \$7,686.00 if the payment is made on or before June 15, 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 15, 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 15, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,066.96. 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 Tenant shall also pay the Landlord compensation of \$49.32 per day for the use of the unit starting May 29, 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 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 16, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 15, 2026, then starting June 16, 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 16, 2026.

June 4, 2026
Date Issued

Benjamin Seigel
 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 16, 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 June 15, 2026

Rent Owing To June 30, 2026	\$7,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,686.00

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

Rent Owing To Hearing Date	\$5,880.96
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$6,066.96
Plus daily compensation owing for each day of occupation starting May 29, 2026	\$49.32 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	