



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

File Number: LTB-L-023682-26

In the matter of: 1, 28 MATCHEDASH ST N
ORILLIA ON L3V4T5

Between: NICHOLAS BLEASE-TREPANIER Landlord

And

LEAHN LIGHT Tenant
DAVID CAREY

NICHOLAS BLEASE-TREPANIER (the 'Landlord') applied for an order to terminate the tenancy and evict LEAHN LIGHT and DAVID CAREY (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

Only the Landlord and the Landlord's Legal Representative, Nicole Fazzari, attended the hearing.

As of 9:59 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Prior to the hearing proceeding the Landlord informed me that they received an e-mail at approximately 9:30 a.m. on the date of the hearing containing an order specifying that this matter had been mediated on May 26, 2026 by Dispute Resolution Officer Suzy Franklyn ("DRO Franklyn"). The Landlord was unaware of any hearing or mediation that took place related to this matter on May 26, 2026, and was not aware of the identify of the party listed as the party who appeared on behalf of the Landlord in the order.

After confirming in the Tribunals Ontario Portal that there was no hearing event scheduled on this matter on May 26, 2026, I reached out to DRO Franklyn who confirmed that the order referred to above was issued in error, that they never mediated this matter or had carriage of it, and they had directed that the order was to be rescinded.

Given this order issuance made in error and subsequently directed to be rescinded, I find I maintain jurisdiction to decide this matter. I find further it is procedurally fair to proceed on the hearing date. While the Landlord received the order issued in error by e-mail, there is no record of the Tenant having been sent this order by e-mail, or that the Tenant has any e-mail address listed

in the Tribunals Ontario Portal. While there is indication the Tenant may have been sent the erroneous order by physical mail, it would have been impossible for them to receive it in this method in the half hour period since the mailing list was generated. Therefore, there was no possibility that this erroneous order affected the Tenant's decision not to attend the hearing.

The hearing therefore proceeded.

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 \$1,300.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$42.74. This amount is calculated as follows: $\$1,300.00 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 30, 2026 are \$9,100.00.
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 \$1,300.00 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 \$19.15 is owing to the Tenant for the period from September 15, 2025 to May 28, 2026.
10. 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.
11. The Tenant did not attend to give evidence as to their personal circumstances and the Landlord was aware of none.
12. 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.

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:

- \$10,568.20 if the payment is made on or before June 12, 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 12, 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 12, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,863.57. 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 \$42.74 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 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 13, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 12, 2026, then starting June 13, 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 13, 2026.

June 1, 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 13, 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 12, 2026

Rent Owing To June 29, 2026	\$10,382.20
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,568.20

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

Rent Owing To Hearing Date	\$8,996.72
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,300.00
Less the amount of the interest on the last month's rent deposit	- \$19.15
Total amount owing to the Landlord	\$7,863.57
Plus daily compensation owing for each day of occupation starting May 29, 2026	\$42.74 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	