



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

File Number: LTB-L-008367-26

In the matter of: 4, 562 ST CHARLES ST
BELLE RIVER ON N8L0H5

Between: Steve Boudreau Landlord

And

Jeremy Decker Tenant

Steve Boudreau (the 'Landlord') applied for an order to terminate the tenancy and evict Jeremy Decker (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent.

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

This application was heard by videoconference on April 22, 2026.

Only the Landlord's legal representative Lauren Piroli attended the hearing.

As of 9:44 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.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the rental unit on or before June 15, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

3. On January 15, 2026, the Landlord gave the Tenant an N8 notice of termination with a termination date of March 31, 2026. The notice of termination contains the allegation that the Tenant persistently paid their rent late.

Persistently Late

4. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 11 times in the past 12 months.
5. The Tenant paid their rent late each month between January 2025, and September 2025. The Tenant paid their rent on time in October 2025 but paid late in November and December 2025.

Daily compensation and Rent Deposit

6. The Tenant was required to pay the Landlord \$663.96 in daily compensation for use and occupation of the rental unit for the period from April 1, 2026, to April 22, 2026, less any rent payments made by the Tenant for this period.
7. Based on the monthly rent, the daily compensation is \$30.18. This amount is calculated as follows: \$918.00 x 12, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$850.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$108.35 is owing to the Tenant for the period from June 6, 2019, to April 22, 2026.

Relief from Eviction

10. The Landlord's representative requested an order for eviction within 11 days.
11. After service of the N8 notice, the Tenant paid their rent late in January, March, and April 2026. The Tenant's payment history does not show that any efforts have been made to remedy the issue with late payment, and it is unlikely the Tenant would comply with any conditions imposed in a conditional order.
12. 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 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. The Tenant must move out of the rental unit on or before June 15, 2026.
2. 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.
3. 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.

4. The Tenant shall pay to the Landlord \$663.96, which represents compensation for the use of the unit from April 1, 2026 to April 22, 2026. The Landlord shall deduct from this amount any rent payments made by the Tenant for this period.
5. The Tenant shall also pay the Landlord compensation of \$30.18 per day for the use of the unit starting April 23, 2026, until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$958.35 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 \$108.39.
9. However, the Landlord is authorized to deduct from amount owing to the Tenant \$30.18 per day for compensation for the use of the unit starting April 23, 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

Kyle McGraw
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 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.