



Order under Section 69 Residential Tenancies Act, 2006

Citation: LUX PLACE II L.P. v Simpson, 2026 ONLTB 43418

Date: 2026-06-05

File Number: LTB-L-018150-26

In the matter of: 1206, 1240 CUMMINGS AVE
OTTAWA ON K1J0E3

Between: LUX PLACE II L.P. Landlord

And

Tymal Simpson Tenant

LUX PLACE II L.P. (the 'Landlord') applied for an order to terminate the tenancy and evict Tymal Simpson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 14, 2026.

The Landlord's Legal Representative Tiffany Chenard 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 \$2,479.17. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$81.51. This amount is calculated as follows: \$2,479.17 x 12, divided by 365 days.
5. The Tenant has paid \$5,479.17 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$10,354.19.
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 \$2,675.00 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 \$15.85 is owing to the Tenant for the period from February 1, 2026 to May 14, 2026.
10. The Tenant disputed the amount of the arrears owing believing that they should be lower. The Landlord's Legal Representative went over a detailed ledger covering the period of the arrears and the Tenant agreed with each payments he had been credited by the Landlord. The Landlord did suggest that he had made any additional payments that were not recorded in the Landlord's ledger. As such on a balance of probabilities I am satisfied on a balance of probabilities that the arrears as of May 31, 2025 are the amount alleged by the Landlord.
11. The Landlord seeks termination of the tenancy as soon as possible given the amount of arrears owing.
12. The Tenant wishes to maintain the tenancy and has resided in the rental unit since April 2025. He seeks a few months in order to pay the arrears owing to the Landlord, but did not suggest a payment plan for consideration.
13. 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. This will permit the Tenant an opportunity to maintain the tenancy with minimal prejudice to the Landlord as the Landlord holds a last months rent deposit on behalf of the Tenant. I do not believe it appropriate to grant any further delay in eviction to the Tenant in the circumstances as the arrears have grown since the Landlord's application was filed.

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:**
 - \$12,833.17 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 \$6,511.31. 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 \$81.51 per day for the use of the unit starting May 15, 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 5, 2026
Date Issued

Sean Ramage
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	\$18,126.34
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,479.17
Total the Tenant must pay to continue the tenancy	\$12,833.17

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

Rent Owing To Hearing Date	\$14,495.33
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,479.17
Less the amount of the last month's rent deposit	- \$2,675.00
Less the amount of the interest on the last month's rent deposit	- \$15.85
Total amount owing to the Landlord	\$6,511.31
Plus daily compensation owing for each day of occupation starting May 15, 2026	\$81.51 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	