



Order under Section 69 Residential Tenancies Act, 2006

Citation: Hamilton v Johnston, 2026 ONLTB 43490

Date: 2026-06-02

File Number: LTB-L-040142-26

In the matter of: 1280 DUNDAS ST
BURLINGTON ON L7P0S6

Between: Noah Hamilton Landlord

And

Mark Johnston Tenant

Noah Hamilton (the 'Landlord') applied for an order to terminate the tenancy and evict Mark Johnston (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 26, 2026.

The Landlord, the Landlord's legal representative Kristen Jarvis and the Tenant attended the hearing.

Determinations:

Preliminary Issue – Request for Adjournment

1. The Tenant requested that the matter be adjourned. He said that as the Landlord sought an expedited hearing he only became aware of the hearing 7 days prior, that he has not had an adequate opportunity to seek legal representation, and although he did not advance any section 82 issues pursuant to the Act formally, he stated that there are concerns of maintenance and disconnected utilities that he has raised to the Landlord's attention.
2. On review of the Board's record and issues as before the Board, noting that the lawful rent is \$25,000.00 per month and that the arrears were already outside of the Board's monetary jurisdictional limit of \$50,000.00, the request to adjourn was denied. In my consideration, I note that the Tenant was issued the N4 notice on April 22, 2026. Given the passage of time, the Tenant has had adequate time to secure representation as they ought to have known that where arrears continued to accrue to the current amount of \$116, 500.00 that the Landlord would inevitably be forwarding the matter to the LTB once the voiding period

as outlined in the N4 notice of May 6, 2026 had passed and the notice was not voided. That is, the outlined amount as owing as of that date of \$91,500.00 was not paid.

3. Further, I took notice that the Landlord submitted a *Request to Shorten Time* with the Board on May 7, 2026, this request was approved on the basis of the Landlord's submissions that:

"The arrears to date is well over the Board's jurisdictional limitation, a delay of even one month will result in significant financial strain to the landlord. As a result of the tenant's arrears, the landlord is in arrears on the mortgage by \$46628.88 as of May 1, 2026, further, the landlord owes nearly \$9,000.00 for their utility providers. The landlord seeks to shorten time to a hearing date to allow this matter to proceed as quickly as possible to avoid potential foreclosure on the home."

4. For the reasons as outlined, the matter proceeded to hearing of the Landlord's L1 application.

L1 Application

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$25,000.00. It is due on the 15th day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$821.92. This amount is calculated as follows: \$25,000.00 x 12, divided by 365 days.
9. The Tenant has not made any payments since the application was filed.
10. The rent arrears owing to June 14, 2026 are \$116,500.00.
11. The rent arrears owing to the Landlord are more than the LTB's monetary jurisdiction. Under subsection 207(1) of the Residential Tenancies Act, 2006 (the 'Act') the LTB may order payment up to \$50,000.00. Proceeding with this application at the LTB extinguishes any rights the Landlord may have to claim the full amount owing at the LTB or a court. The Landlord was made aware of the LTB's monetary jurisdiction and chose to proceed with this application.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.
14. The Landlord seeks a standard order for arrears of rent and eviction. They face significant prejudice as given the lawful rent, the arrears have accrued exponentially.

15. The Tenant submitted that he has never received a proper statement of account and disputed the amount of rent arrears as claimed. That he had paid the Landlord \$2,000.00 on two occasions, February 1 and February 5, 2026 for which he has not been provided credit and that additionally he paid another \$8,000.00 on February 13, 2026. In total that \$12,000.00 had been paid to the Landlord and not reflected in their claim.
16. The Tenant was provided an opportunity make submissions confirming the payment of the said \$12,000.00 by way of post hearing submissions to be provided to the LTB and the Landlord no later than 5:00 p.m. on May 29, 2026.
17. The Landlord was provided an opportunity to make reply submissions to the Tenant's evidence by no later than 5:00 p.m., on June 1, 2026.
18. The Tenant said he lives at the rental unit with his girlfriend and adult son. That he is self-employed in investment banking and that his company has over \$1,000,000.00 in annual sales. That the incorporated business pays for his rent and vehicle expenses and that he pays himself wages of \$10,000.00 per month for all other expenses.
19. The Tenant wishes to preserve their tenancy. Noting that it is difficult to find a comparable rental property in the current market and that he would be able to pay ½ the rent due on June 15, 2026 on June 7, 2026 or full rent by June 15, 2026. And that he would make arrangements to pay the remaining "actual" amount as owing within 30 days of June 15, 2026.
20. The Landlord while reviewing the possibility of entering into a consent agreement with the Tenant, submitted that he does not have much trust that any such arrangement would be adhered to as the Tenant has provided him with what he referred to as "fraudulent" cheques in the past. This resulting in banking issues for the Landlord.
21. If evicted, the Tenant submitted that they would require three months to vacate, this to permit them to find suitable housing.
22. The Tenant did not comply with the direction and failed to provide any additional post hearing evidence by no later than 5:00 p.m., on May 29, 2026 to permit the Board consideration of any reductions to the amount of rent arrears of \$116,500.00 as claimed by the Landlord.

Relief from eviction

23. 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.
24. In making my determination I considered the submissions of the parties, I note that while the amount of arrears is over the monetary jurisdictional limit of the LTB, the Tenant has made submissions of a high paying job and high corporate earnings. I have also considered that the Tenant suggested he had made additional payments of rent for the Board's consideration. However, as the Tenant has not provided any evidence to confirm these assertions, given these circumstances, I have no direct evidence to formulate the basis and consideration for the preservation of tenancy by way of a conditional order.

Therefore, by providing the Tenant an extension of time, the Tenant may either void this order or find alternative housing.

25. The Tenant is being ordered to pay \$50,000.00 for rent arrears, daily compensation, plus the Landlord's cost of filing the application, if the Tenant does not void the order. However, if the Tenant chooses to void this order and continue the tenancy, they must pay the full amount of arrears and costs owing to the Landlord.
26. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

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:**
 - \$116,686.00 if the payment is made on or before June 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$141,686.00 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 \$50,186.00. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The amount the Tenant is ordered to pay, excluding costs, is limited by the LTB's monetary jurisdiction. See Schedule 1 for the calculation of the amount owing.
 6. 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.
 7. 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.
 8. 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 2, 2026
Date Issued

Alicia Johnson
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 14, 2026

Rent Owing To June 14, 2026	\$116,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$116,686.00

B. 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 July 14, 2026	\$141,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$141,686.00

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

Rent Owing To Hearing Date	\$101,363.04
Application Filing Fee	\$186.00
Total amount owing to the Landlord (limited by monetary jurisdiction)	\$50,186.00