



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

File Number: LTB-L-025373-26

In the matter of: Unit 1, 602 Park St N
Peterborough ON K9H4S2

Between: Paige Bain
Christopher Bain Landlords

and

Ryan McMichael Tenant

Paige Bain and Christopher Bain (the 'Landlords') applied for an order to terminate the tenancy and evict Ryan McMichael (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 2, 2026.

Only the Landlords' Legal Representative Maria Rayson, and the Landlords, attended the hearing. Matthew Wright ('MW') testified on behalf of the Landlords.

As of 10:02 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 Landlords' evidence.

Determinations:

Preliminary Issue

Service of the N4 Notice

1. The Certificate of Service filed by the Landlord states that the Notice to End Tenancy Early for Non-payment of Rent ('N4 Notice') was mailed and emailed to the Tenant on March 2, 2026. The lease agreement submitted by the Landlord, while it provides that the parties consent to send and receive documents by email, does not provide any email for the Tenant to which notices can be emailed to. A document which is mailed is deemed served 5 days after mailing. As the termination date in the N4 Notice is March 17, 2026, it does not provide the Tenant with the required 14 days' notice in accordance with section 51(1)(b) of the *Residential Tenancies Act, 2006* (the 'Act').
2. MW is the property manager. He testified that on March 2, 2026, he personally delivered a copy of the N4 Notice to the Tenant by leaving a copy in the Tenant's mailbox at the rental

unit. Based on the oral testimony of MW, we are satisfied that N4 Notice was served on March 2, 2026 and in accordance with section 51(1)(b) of the Act.

Period of Arrears on Application

3. The Landlords testified that the arrears of rent on the N4 Notice accurately reflected the rental period of March 1, 2026 to March 31, 2026. The application listed the rental period for arrears as February 1, 2026 to February 28, 2026. The Landlords testified that this was a typographical error on the application and sought to amend the application to reflect the arrears for the rental period of March 1, 2026 to March 31, 2026. The Tenant received the N4 Notice and was therefore put on notice that the Landlords are claiming rent arrears for the month of March 2026 and the amount claimed in the application does not change based on the amendment.
4. Based on the above, we are satisfied that an amendment is appropriate in the circumstances and that the Tenant would not be prejudiced by the amendment. The application is therefore amended to reflect the arrears for the rental period of March 1, 2026 to March 31, 2026.

L1 Application

5. The Landlords 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 \$2,100.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$69.04. This amount is calculated as follows: \$2,100.00 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 30, 2026 are \$8,400.00.
11. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
12. The Landlords collected a rent deposit of \$2,100.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
13. Interest on the rent deposit, in the amount of \$21.02 is owing to the Tenant for the period from December 11, 2025 to June 2, 2026.
14. The Landlords' Legal Representative stated, while the Landlords did ask the Tenant about the arrears on more than one occasion, they did not send any correspondence about a payment plan or otherwise attempt to negotiate a repayment plan with the Tenant, pursuant to section 83(6) of the *Residential Tenancies Act, 2006* (the 'Act').

15. We 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. The Landlords were in contact with the Tenant and could have met their obligation under section 83(6), but they did not do so. As such, it is not unfair to grant the Tenant until the end of the rental period to either pay off the arrears or find alternative accommodation.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
 - \$8,586.00 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 Landlords \$4,503.06. 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 Landlords owe 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 Landlords compensation of \$69.04 per day for the use of the unit starting June 3, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlords 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 Landlords 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 Landlords on or after July 1, 2026.

June 9, 2026
Date Issued

Kara Muzzell
 Member, Landlord and Tenant Board

Candace Aboussafy

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	\$8,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,586.00

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

Rent Owing To Hearing Date	\$6,438.08
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,100.00
Less the amount of the interest on the last month's rent deposit	- \$21.02
Total amount owing to the Landlords	\$4,503.06
Plus daily compensation owing for each day of occupation starting June 3, 2026	\$69.04 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	