



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-005102-26

In the matter of: 10026 HIGHWAY 28
APSLEY ON K0L1A0

Between: BRETTON CLARK & BRIAGH HOSKINS-
HASBURY Landlord

And

JEANETTE FOSTER Tenant

BRETTON CLARK & BRIAGH HOSKINS-HASBURY (the 'Landlord') applied for an order to terminate the tenancy and evict JEANETTE FOSTER (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant (L2 Application).

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 9, 2026.

Only the Landlord's Agent Bethann Cofre and the Landlord's Legal Representative Crystal Francey attended the hearing.

As of 2:10 pm, 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:

L1 Application – Non-Payment of Rent

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 \$2,225.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$73.15. This amount is calculated as follows: \$2,225.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 30, 2026, are \$13,508.20.
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 \$2,225.00 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 \$24.45 is owing to the Tenant for the period from October 1, 2025, to April 9, 2026.

L2 Application – Substantial Interference

10. On December 30, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination alleged that the Tenant failed to pay the utility costs they were required to pay under the terms of their tenancy agreement.
11. The Landlord provided evidence that the Tenant was responsible for electricity costs under the terms of the tenancy agreement, which required the Tenant to place the hydro account in their own name and pay those costs. The Landlord filed a copy of the lease confirming this obligation. The Landlord testified that the Tenant failed to transfer the account as required, resulting in the utility account remaining in the Landlord's name. As a result, the Landlord incurred charges for the Tenant's consumption and filed copies of all Hydro One invoices covering the period from September 26, 2025 to February 25, 2026. The invoices substantiate that a total of \$2,434.33 in electricity charges accrued during this period. The Landlord clarified that this amount reflects only the actual cost of utilities consumed and does not include any late payment fees. Based on the lease terms and the invoices provided, the Landlord established that the Tenant was liable for these utility costs, which remain unpaid.
12. In the basis of the evidence before the Board, I find that the Tenant did not correct the omission within seven days after receiving the N5 notice of termination by paying the utility costs in arrears. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act). Therefore, the tenancy shall be terminated.
13. The Landlord has incurred reasonable out-of-pocket expenses of \$2,434.33 as a result of the Tenant's failure to pay utility costs.

Relief from Eviction

14. 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. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 19, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord **\$16,104.08**. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$73.15 per day for the use of the unit starting April 10, 2026, to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before June 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 20, 2026, at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before June 19, 2026, then starting June 20, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 20, 2026.

June 8, 2026
Date Issued

Kyle Anderson
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 20, 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 as the tenancy is terminated

Rent owing to April 9, 2026	\$15,733.20
Utilities owing to	\$2,434.33
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$2,225.00
Less the amount of the interest on the last month's rent deposit	-\$24.45
Total amount owing to the Landlord	\$16,104.08
Plus daily compensation owing for each day of occupation starting April 10, 2026	\$73.15 (per day)