



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

File Number: LTB-L-015712-26

In the matter of: Unit #1407, 1255 BAYLY ST
PICKERING ON L1W0B6

Between: Janet Gough Landlord

And

Michael Kennedy Tenant

Janet Gough (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Kennedy (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 Landlord's Legal Representative Suzanne Diamond attended the hearing.

As of 1:27 p.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:

Preliminary Issues:

1. We raised an issue with the N4 Notice of termination which stated that the rental period of February 1, 2026 to January 31, 2026 with rent charged of \$2,400.00 is incorrect.
2. The Landlord's Legal Representative stated that this was a clerical error, confirmed that the rental period starts on the 1st of the month, that the lawful rent is \$2,400.00 per month and that the Tenant would not be confused by this clerical error. The Landlord relies upon s.212 of the Act.
3. Based on the submissions and evidence before us, we are satisfied that the N4 Notice does not prejudice the Tenant's ability to participate in the proceeding, that the reasons and details provided are sufficient, it is a mere typographical error and the N4 Notice substantially complies with the mandatory content requirements of the Act

L1 Application

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$2,400.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: $\$2,400.00 \times 12$, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to June 30, 2026 are \$43,200.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.
12. The Landlord's Legal Representative was unaware of any factors to consider with respect to relief from eviction and the Tenant was not present to provide any submissions at the hearing. We have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant 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 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:**
 - \$43,386.00 if the payment is made on or before June 19, 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 19, 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 19, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$41,143.80. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$78.90 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 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.
8. 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.
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 June 20, 2026.

June 8, 2026
Date Issued

Mary Akhbari
Member, Landlord and Tenant Board

June 8, 2026
Date Issued

Heather Chapple
Vice-Chair, 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 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 to void the eviction order and continue the tenancy if the payment is made on or before June 19, 2026

Rent Owing To June 30, 2026	\$43,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$43,386.00

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

Rent Owing To Hearing Date	\$40,957.80
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$41,143.80
Plus daily compensation owing for each day of occupation starting June 3, 2026	\$78.90 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	