



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

File Number: LTB-L-039332-26

In the matter of: 1, 14 Bond St
St Catharines ON L2R4Z2

Between: Barry Hallett Landlord

And

Kyle Bolton Tenants
Christina Mitchell

Barry Hallett (the 'Landlord') applied for an order to terminate the tenancy and evict Kyle Bolton and Christina Mitchell (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (hereafter referred to as the 'L1 Application'), and
- the Tenants have been persistently late in paying the Tenants' rent; (hereafter referred to as the 'L2 Application').

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on June 4, 2026.

Only the Landlord's Legal Representative, Judith Callender, attended the hearing.

As of 9:32am, the Tenants were 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 Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent with a termination date of April 30, 2026 (hereafter referred to as the 'N4 Notice'). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,845.00. It is due on the first (1st) day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$60.66. This amount is calculated as follows: \$1,845.00 x 12, divided by 365 days.
5. The Tenants have paid \$500.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2026, are therefore \$5,315.00.
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 \$1,800.00 from the Tenants 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 \$166.90 is owing to the Tenants for the period from August 1, 2022, to June 4, 2026.

L2 Application – Persistent Late Payments of Rent

10. The Landlord also served the Tenants with a valid N8 Notice of Termination with a termination date of June 30, 2026. The N8 Notice alleges that the Tenants have been persistently late in paying the Tenants' rent, as despite the lawful monthly rent being due on the first (1st) day of each month, the Tenants had paid the rent late fifteen (15) consecutive times between February 1, 2025, and April 30, 2026.
11. Since the Landlord had filed the application, the Tenants only paid the amount of \$500.00 towards the lawful monthly rent for the rental period starting May 1, 2026, and ending May 31, 2026.
12. Accordingly, on the basis of the uncontested evidence and submissions before me, I am satisfied on a balance of probabilities that the Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the first (1st) day of each month and has been paid late sixteen (16) consecutive times between February 1, 2025, and May 31, 2026.

Relief from Eviction

13. The Landlord sought the termination of the tenancy due to the amount of the rent arrears and the Tenants' persistent failure to pay the lawful monthly rent in full and on time.
14. The Landlord has attempted to negotiate with the Tenants an agreement including terms of payment for the Tenants' arrears, but the Tenants were not responsive to the Landlord's overtures to enter into a repayment agreement during the tenancy.
15. The Landlord submits that they rely on the rent payments from the Tenants in order to pay for the expenses related to the rental unit and the residential complex. The Tenants' failure to pay the lawful rent in full and on time is therefore causing a financial strain on the Landlord.

16. The Landlord was amenable to postponing the eviction to June 30, 2026, as the Tenants had expressed an intention to move out of the rental unit by that date.
17. The Tenants were not present to submit their circumstances for the Board to consider delaying or denying the eviction, and the Landlord was unaware of any additional factors to consider with respect to relief from eviction.
18. I 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 Tenants, along with the Tenants' payment history since the filing of the application and their expressed intent to move out of the rental unit, 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.
19. Indeed, the Tenants have only submitted limited payments to the Landlord since the filing of the application, and the arrears of rent have only continued to increase.
20. Furthermore, the Tenants' payment history over the past seventeen months (from February 1, 2025, to the date of the hearing) does not suggest that they would be able to restore their tenancy into good standing and pay the lawful monthly rent in full and on time.
21. The Landlord should no longer have to bear the burden of the Tenants' failure to pay the monthly rent in full and on time. I have therefore terminated the tenancy in accordance with the terms set out below.
22. Based on the Landlord's assertion that the Tenants are in the process of vacating the rental unit, the delayed eviction will provide the Tenants with additional time to secure new housing accommodations and move out.
23. The prejudice to the Landlord is minimized as the Landlord holds a last month's rent on deposit and the extension – which the Landlord was amenable for – is not prolonged.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before June 30, 2026.
2. The Tenants shall pay to the Landlord \$1,931.74. 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 Tenants. *See Schedule 1 for the calculation of the amount owing.*
3. The Tenants shall also pay the Landlord compensation of \$60.66 per day for the use of the unit starting June 5, 2026, to the date the Tenants move out of the unit.
4. If the Tenants do not pay the Landlord the full amount owing on or before June 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 1, 2026, at 4.00% annually on the balance outstanding.

5. 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.
6. 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 8, 2026
Date Issued

Alexandre Traboulsi
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 Tenants 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 Tenants must pay as the tenancy is terminated

Rent Owing to June 4, 2026	\$4,212.64
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	-\$500.00
Less the amount of the last month's rent deposit	-\$1,800.00
Less the amount of the interest on the last month's rent deposit	-\$166.90
Total amount owing to the Landlord	\$1,931.74
Plus daily compensation owing for each day of occupation starting June 5, 2026	\$60.66 (per day)