



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

File Number: LTB-L-023938-26

In the matter of: Basement, 39 King Street
Sutton West ON L0E1R0

Between: Falynn Smeathers Landlords
Chris Smeathers

And

Sara Drummond Tenant

Falynn Smeathers and Chris Smeathers (the 'Landlords') applied for an order to terminate the tenancy and evict Sara Drummond (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 5, 2026.

Only the Landlords attended the hearing.

As of 2:57 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 Landlords' evidence.

Determinations:

Amending the application

1. At the hearing, the Landlords submitted that the application did not accurately reflect the amount of rent arrears owing as of the date the application was filed. The Landlords testified that the Tenant made payments on a monthly basis, with a portion of each payment being applied to outstanding utility charges and the balance being applied toward monthly rent. The Landlords further testified that the Tenant made two payments of \$1,000.00 in February 2026, one before the application was filed and one after filing. Based on the Landlords' uncontested evidence, the arrears owing as of February 28, 2026, were \$1,530.46.
2. I am satisfied that the application should be amended to reflect the correct amount of arrears owing at the time of filing. The amendment is supported by the Landlords' oral

evidence and payment records and is necessary to ensure that the application accurately reflects the parties' financial circumstances.

3. I find that the amendment does not prejudice the Tenant. The amendment results in a reduction of the arrears claimed and therefore does not expand the relief sought by the Landlords or alter the nature of the application. Moreover, the Tenant did not attend the hearing to dispute the Landlords' evidence regarding the allocation of payments or the amount of arrears outstanding. In these circumstances, I am satisfied that it is fair and appropriate to amend the application to reflect the correct arrears amount. Accordingly the application is amended to reflect \$1,530.46 owing to the Landlords for the period ending February 28, 2026

N4 Notice of termination

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$2,255.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$74.14. This amount is calculated as follows: \$2,255.00 x 12, divided by 365 days.
8. The Tenant has paid \$5,318.49 to the Landlords since the application was filed.
9. The rent arrears owing to May 31, 2026 are \$2,976.97.
10. The Landlords incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlords collected a rent deposit of \$2,255.00 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.
12. Interest on the rent deposit, in the amount of \$55.79 is owing to the Tenant for the period from March 2, 2025 to May 5, 2026.
13. 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 Landlords 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 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:**
 - \$5,432.97 if the payment is made on or before June 22, 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 22, 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 22, 2026.**
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlords owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlords is entitled to by \$1,017.12. See Schedule 1 for the calculation of the amount owing. However, the Landlords is authorized to deduct from the amount owing to the Tenant \$74.14 per day for compensation for the use of the unit starting May 6, 2026 until the date the Tenant moves out of the unit.
6. The Landlords or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before June 22, 2026, then starting June 23, 2026, the Landlords 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 Landlords on or after June 23, 2026.

June 11, 2026
Date Issued

Christina Philp
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 December 23, 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 22, 2026

Rent Owing To June 30, 2026	\$10,550.46
Application Filing Fee	\$201.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$5,318.49
Total the Tenant must pay to continue the tenancy	\$5,432.97

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

Rent Owing To Hearing Date	\$6,411.16
Application Filing Fee	\$201.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$5,318.49
Less the amount of the last month's rent deposit	- \$2,255.00
Less the amount of the interest on the last month's rent deposit	- \$55.79
Total amount owing to the Landlords	\$(1,017.12)
Plus daily compensation owing for each day of occupation starting May 6, 2026	\$74.14 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	