



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

**File Number:** LTB-L-076390-25

**In the matter of:** 2, 168 SYKES ST N  
MEAFORD ON N4L1P3

**Between:** Khanh Bui-O/A CountrySide Inn Landlord

**And**

Tammy Morris Tenant  
Ayden Payne  
Ross Morris

Khanh Bui-O/A CountrySide Inn (the 'Landlord') applied for an order to terminate the tenancy and evict Tammy Morris, Ayden Payne and Ross Morris (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 26, 2026.

The Landlord's representative, Mark Bui, and the Tenant, Ross Morris, attended the hearing.

### ***Preliminary Issue – section 82 issues***

1. At the hearing, the Tenant sought to raise several issues under section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). The Tenant acknowledged that he did not provide the Landlord or the Board with a written description of each issue he intended to raise under section 82 as required under section 82 of the Act, Rule 19.4 of the Board's Rules of Procedure and pursuant to the interim order issued out on November 17, 2025. The Tenant also provided no evidence that they were unable to comply with the disclosure requirements and as a result, the Tenant was not permitted to raise any issues under section 82 of the Act. The Tenant still has an opportunity bring their own application against the Landlord to address the issues he sought to raise at this hearing under section 82.

### **Determinations:**

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 \$940.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$30.90. This amount is calculated as follows:  $\$940.00 \times 12$ , divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2026, are \$22,080.00. The Tenant does not contest the amount owing.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. Section 83(3)(a) of the Act states that the Board must refuse to grant an eviction application where satisfied that "the landlord is in serious breach of the landlord's responsibilities under this Act or of any material covenant in the tenancy agreement". In order for this section to apply the breach must be significant in its impact on the Tenant and it must be ongoing as of the date of the hearing.
10. The Tenant raised a number of issues which I have considered under section 83(3)(a) of the Act.
11. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
12. The Tenant testified that he did not have heat during the winter months but confirmed that those issues had been resolved by the Landlord by the hearing date. The Tenant submits that the remaining outstanding maintenance issues are there is only one working plug outlet in the unit. While this maintenance issue may constitute a breach of the Landlord's obligations under section 20(1) of the Act, in my view, these are not serious and ongoing breaches of the Landlord's responsibilities under the Act.
13. Pursuant to section 83(2) of the Act, I must also consider all of the circumstances in deciding whether to exercise discretionary relief from eviction under section 83(1).
14. The Tenant proposes a payment plan of paying around \$100.00 a month towards the arrears. He provides she receives a total monthly household income of \$2,000.00 from Ontario Disability program. He provides his expenses are food, phone, gas, insurance and subscriptions and rent which brings a total of \$1,910.00. He lives with his adult son and his wife.
15. The Landlord opposes the payment plan as it is lengthy, and the Tenant has not paid any rent since the application was filed. The Landlord also testified is small landlord and is a fixed income and cannot afford the carrying expenses of the property due to the Tenant's non-payment.

16. I find that it would not be fair in the circumstances to impose a repayment plan as I am not satisfied that the Tenant would abide by it for the following reason. Since the application was filed, the Tenant has not paid towards the arrears and Tenant has not paid the rent in full, despite having a fixed income.
17. The arrears are substantial, have continued to accrue, and with the Tenant not having sufficient income to pay off the arrears. I am denying the request for a payment plan. Instead, the eviction is being postponed to provide the Tenant with time to explore financial support to help pay the arrears or find new living arrangements. Considering all of the above, it would be fair to postpone the eviction to June 30, 2026, but it would be unfair to postpone the eviction further.
18. 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 not be unfair to postpone the eviction until June 30, 2026, pursuant to subsection 83(1)(b) 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:**
  - \$23,206.00 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 Landlord \$22,129.40. 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 \$30.90 per day for the use of the unit starting May 27, 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 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 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 July 1, 2026.

**June 12, 2026**  
**Date Issued**

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Vinuri Sivalingam  
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 30, 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 30, 2026**

|                                                          |                    |
|----------------------------------------------------------|--------------------|
| Rent Owing To June 30, 2026                              | \$23,020.00        |
| Application Filing Fee                                   | \$186.00           |
| <b>Total the Tenant must pay to continue the tenancy</b> | <b>\$23,206.00</b> |

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

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$21,943.40          |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$22,129.40</b>   |
| Plus daily compensation owing for each day of occupation starting May 27, 2026                                      | \$30.90<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |