



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

File Number: LTB-L-023332-26

In the matter of: 3, 124 KATHLEEN ST
SUDBURY ON P3C2L8

Between: Ben Krause Landlord

And

Scott Kirkham Tenant

Ben Krause (the 'Landlord') applied for an order to terminate the tenancy and evict Scott Kirkham (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 21, 2026.

The Landlord's Legal Representative, John Andersen, and the Tenant attended the hearing.

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 \$1,100.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$36.16. This amount is calculated as follows: \$1,100.00 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 May 31, 2026, are \$7,200.00.
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.

Relief from Eviction

9. The Landlord sought a standard voidable eviction order, that would provide the Tenant 11 days to pay off all outstanding amounts and void the order.
10. The Landlord's Legal Representative testified they reached out to the Tenant to negotiate a payment plan; however, the Tenant was not responsive to this proposition. The Landlord's Legal Representative stated that due to the Tenant not paying rent for over six months, there is prejudice to the Landlord. The Landlord's Legal Representative further testified that there was minimal prejudice to the Tenant as he does not have custody of his children on a permanent basis, so an eviction would not prejudice the Tenant in this regard as the Tenant's children are not currently living in the rental unit.
11. The Landlord's Legal Representative then testified that they were not aware of any reason to delay or deny eviction.
12. The Landlord's Legal Representative further testified that the Landlord was not open to a payment plan due to the lack of effort that the Tenant showed throughout their communications to pay the outstanding arrears.
13. The Tenant testified that he had an agreement with the old property manager about repaying the rental arrears, but since this individual is no longer there, the incumbent property manager did not agree to the terms previously negotiated.
14. The Tenant testified that he was laid off work but has recently gained employment. The Tenant also proposed a payment plan to pay off the rental arrears in addition to paying the lawful rent in full as it becomes due.
15. The Tenant further testified he has ongoing family court proceedings with his ex-spouse. Due to this, the Tenant's bank account was frozen and could not pay rent, thusly he would be prejudiced by a standard eviction order as he would not be able to see his children due to not being able to pay the rent owed when his bank account was frozen.
16. The Tenant then testified that they wanted an extended amount of time to pay the arrears and preserve the tenancy. The Tenant stated that given his new employment, he is now able to pay a lump sum of \$2,000.00 and at least \$400.00 monthly moving forward towards the rental arrears. If an eviction is ordered, the Tenant requested at least 1-2 months to vacate the unit.
17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until July 31, 2026, pursuant to subsection 83(1)(b) of the Act. This will provide the Tenant with an opportunity to show good faith in paying rent and the rental arrears, and in the alternative, provide the Tenant with additional time to find a new place to live.

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:**

- \$8,486.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$9,586.00 if the payment is made on or before July 31, 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 July 31, 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 July 31, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,045.36. 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 \$36.16 per day for the use of the unit starting May 22, 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 July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before July 31, 2026, then starting August 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 August 1, 2026.

June 15, 2026
Date Issued

Amit Gursaud
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 February 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 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	\$8,300.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,486.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2026

Rent Owing To July 31, 2026	\$9,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,586.00

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

Rent Owing To Hearing Date	\$6,859.36
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$7,045.36
Plus daily compensation owing for each day of occupation starting May 22, 2026	\$36.16 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	