



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

File Number: LTB-L-026090-26

In the matter of: 396 WHITEWOOD AVE
NEW LISKEARD ON P0J1P0

Between: Our Home Properties Landlord

And

Tavis Holden Tenant

Our Home Properties (the 'Landlord') applied for an order to terminate the tenancy and evict Tavis Holden (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 3, 2026.

Only the Landlord's Representative, Maria Sturino, attended the hearing.

As of 1:38 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:

1. The tenancy between the Landlord and the Tenant will be terminated as of June 23, 2026, under the L2 Application for persistent late payment of rent. The tenancy will terminate notwithstanding payments made for the voiding of the L1 Application for arrears of rent.

L1 Application: Non-Payment of Rent

2. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The N4 was served to the Tenant via email, an arrangement which was approved in the tenancy agreement. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$1,786.06. It is due on the 1st day of each month.

5. Based on the Monthly rent, the daily rent/compensation is \$58.72. This amount is calculated as follows: $\$1,786.06 \times 12$, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to June 30, 2026 are \$13,154.34.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,600.00 from the Tenant 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.
10. Interest on the rent deposit, in the amount of \$82.44 is owing to the Tenant for the period from February 29, 2024, to June 3, 2026.

L2 Application: Persistent Late Payment of Rent

11. On February 26, 2026, the Landlord gave the Tenant an N8 Notice of Termination deemed validly served by email on February 26, 2026. The Notice of Termination contains the following allegations:
 - The Tenant failed to pay the rent in full and on time for each and every month from March 2024 to February 2026.
12. At the hearing, the Landlord's Representative advised that the tenant failed to pay the rent in full and on time as outlined in the N8 and provided a ledger confirming same. Based on the uncontested evidence before me, I find that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month, and has consistently been paid late, or not paid at all, since March 2024.

Relief from Eviction

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 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.
14. The Landlord's Representative advised that the Landlord attempted to negotiate repayment of the arrears with the Tenant by email and by mail, but received no response. The Landlord is a small landlord who owns only a few rental properties and has had to use their own savings and line of credit to make up for the Tenant's non-payment of rent. The arrears of rent are substantial and the Tenant has made no payments since the application was filed. The Landlord's Representative was not aware of any considerations relating to the Tenant's circumstances under section 83 of the Act, and the Tenant was not present to testify.

It is ordered that:

L1 Application: Non-Payment of Rent

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 23, 2026.
2. The Tenant shall pay to the Landlord \$10,048.00. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall also pay the Landlord compensation of \$58.72 per day for the use of the unit starting June 4, 2026 until the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlord the full amount owing on or before June 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 24, 2026 at 4.00% annually on the balance outstanding.
5. If the Tenant wishes to void the arrears portion of this order, the Tenant must pay to the Landlord or to the Board in trust \$13,340.34* if the payment is made on or before June 23, 2026.
6. The Tenant may make a motion to the Board under subsection 74(11) of the Act to set aside the arrears portion of this order if they pay the amount required under that subsection on or after June 23, 2026, but before the Sheriff gives vacant possession to the Landlord.

L2 Application: Persistent Late Payment of Rent

7. If the Tenant voids the L1 application for arrear of rent set out in paragraph 5 above, the tenancy between the Landlord and the Tenant is still terminated due to persistent late payment of rent. The Tenant must move out of the rental unit on or before June 23, 2026.
8. If the unit is not vacated on or before June 23, 2026, then starting June 24, 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 24, 2026.

June 12, 2026
Date Issued

Elizabeth Garofalo
Member, Landlord and Tenant Board

Nicola Mulima
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 24, 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.

* Refer to section A on the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the L1 Application if the payment is made on or before June 23, 2026

Rent Owing To June 30, 2026	\$13,154.34
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,340.34

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

Rent Owing To Hearing Date	\$11,544.44
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,600.00
Less the amount of the interest on the last month's rent deposit	- \$82.44
Total amount owing to the Landlord	\$10,048.00
Plus daily compensation owing for each day of occupation starting June 4, 2026	\$58.72 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	