



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

**File Number:** LTB-L-015867-26

**In the matter of:** 213, 48 ST PAUL ST  
LINDSAY ON K9V6G2

**Between:** KLH Housing Corp [KLHHC] Landlord

**And**

Mitchell Daniels Tenant

KLH Housing Corp [KLHHC] (the 'Landlord') applied for an order to terminate the tenancy and evict Mitchell Daniels (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 Landlord's representative, Caroline Smith attended the hearing.

As of 9:58 a.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:**

*Amending the application*

1. At the hearing, I brought to the Landlord's representative's attention that the application did not properly reflect the rental period and the amount owing to the Landlord as of the date the application was filed. The Landlord's representative sought to amend the application to reflect the proper rental period and arrears owing as of the date of filing of the application. The L1/L9 Update Sheet was not provided to the Tenant or the Board before the hearing, however I accepted the submissions of the Landlord's representative with respect to the amount of arrears owing.
2. I am satisfied that the amendment should be permitted. While the L1/L9 Update Sheet was not served on the Tenant, the Tenant was served with the Notice of Hearing by the Board and did not attend the hearing. In these circumstances, I find that allowing the amendment does not prejudice the Tenant and ensures that the application accurately reflects the arrears owing as of the date of filing.

3. Accordingly, the application is amended to reflect the correct rental period of November 1, 2025 to February 28, 2026, and the arrears owing as of the date the application was filed, in the amount of \$796.00.

*N4 Notice of termination*

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$1,246.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$40.96. This amount is calculated as follows: \$1,246.00 x 12, divided by 365 days.
8. The Tenant has paid \$2,297.00 to the Landlord since the application was filed.
9. The rent arrears owing to May 31, 2026 are \$1,318.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.
12. The Landlord's representative requested an extended standard eviction order to June 30, 2026, and I consented to the request as the alternative would result in a standard 11-day eviction order.
13. 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:**
  - \$2,750.00 if the payment is made on or before June 30, 2026, minus any rent payments or compensation paid by the Tenant. 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 \$462.80, minus any rent payments or compensation paid by the Tenant. 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 \$40.96 per day for the use of the unit starting May 6, 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 11, 2026**  
**Date Issued**

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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 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 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                                                            | \$4,861.00        |
| Application Filing Fee                                                                 | \$186.00          |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$2,297.00      |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$2,750.00</b> |

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

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$2,573.80           |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed                              | - \$2,297.00         |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$462.80</b>      |
| Plus daily compensation owing for each day of occupation starting May 6, 2026                                       | \$40.96<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |