



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

File Number: LTB-L-026851-26

In the matter of: Unit 1, 19 CALDWELL CRES
BRAMPTON ON L6W 1A2

Between: Juana Clara Farfan Landlord

and

Ashanti Thiana Boyce Tenants
Vijay Vaugan

Juana Clara Farfan (the 'Landlord') applied for an order to terminate the tenancy and evict Ashanti Thiana Boyce and Vijay Vaugan (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord and the Tenant, Vijay Vaugan, attended the hearing.

Determinations:

1. Vijay Vaugan requested for Ashanti Thiana Boyce to be removed from the application, he claims that she is not a joint Tenant and moved out “two or three months ago.” Mr. Vaugan further indicated that there is no written tenancy agreement.
2. The Landlord testified that she has not received notice from Ms. Boyce that she has moved out of the rental unit. Although, the Landlord confirmed that there was no written lease agreement, she views the tenancy as joint because the Tenants moved into the rental unit together. The Landlord further testified that she mainly communicated and received rent from Ms. Boyce. Mr. Vaugan did not challenge the Landlord’s testimony.
3. Based on the submissions before me, I am not satisfied that Ms. Boyce should be removed from the application. Ms. Boyce and Mr. Vaugan moved into the rental unit at the same time and the Landlord mainly communicated and received rent from Ms. Boyce. This indicates to me they are likely joint tenants.
4. The application was filed on March 25, 2026. Based on Mr. Vaugan’s testimony, I find that Ms. Boyce was in possession of the rental unit, and had adequate notice of this hearing, because she moved out after the application was filed (April 5, 2026 or March 5, 2026).

The Board's record also shows that the notice of hearing was sent to the parties on March 26, 2026.

5. In addition, Ms. Boyce did not attend at the hearing to request for her name to be removed. Therefore, I find that Ms. Boyce is properly named as a Respondent.

L1 Application

6. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
7. As of the hearing date, the Tenants were still in possession of the rental unit.
8. The lawful rent is \$1,150.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$37.81. This amount is calculated as follows: \$1,150.00 x 12, divided by 365 days.
10. The Tenants have not made any payments since the application was filed.
11. It is undisputed that the rent arrears owing to June 30, 2026, are \$5,750.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.

Relief from Eviction

14. 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.
15. The parties were unsuccessful resolving the issue of rent arrears through a payment plan. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenant to pay off all outstanding amounts and void the order.
16. Mr. Vaugan testified regarding his income and expenses. His expenses exceed his income. I find that the tenancy is not viable because the Tenants are unable to afford the current rent given their disclosed income.
17. Mr. Vaugan requested a delay to the end of this month.
18. While the Landlord submitted that further delay or payment plan would cause prejudice, no documentary evidence was provided in support of that position. Therefore, I am satisfied that a brief postponement is not unfair to allow the Tenants an opportunity to preserve their tenancy, or if necessary, secure alternative accommodation.

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 Board in trust:**
 - \$5,936.00 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 Board 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 \$4,899.43. 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 \$37.81 per day for the use of the unit starting June 4, 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 15, 2026
Date Issued

Adeela Alvez
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	\$5,750.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$5,936.00

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

Rent Owing To Hearing Date	\$4,713.43
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$4,899.43
Plus daily compensation owing for each day of occupation starting June 4, 2026	\$37.81 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	