



Order under Section 69 Residential Tenancies Act, 2006

Citation: Henley Group Ltd. v Broadfield, 2026 ONLTB 47850

Date: 2026-06-19

File Number: LTB-L-024839-26

In the matter of: 201, 5 PAISLEY BLVD E
MISSISSAUGA ON L5A1P3

Between: Henley Group Ltd. Landlord

And

Ashley Broadfield Tenant

Henley Group Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Ashley Broadfield (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on June 2, 2026.

Only the Landlord, represented by Aiden Timmerman, legal student, and Orkhan Eyyubov, landlord's agent, attended the hearing.

As of 10:10 AM, 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and/or the claim for compensation in the application. Therefore, the tenancy will be terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On February 24, 2026, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains allegations related to the rental payments made by the Tenant.

4. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 10 times in the past 10 months. The payments were as follows:

1. August 2025	paid September 26, 2025
2. September 2025	paid October 23, 2025
3. October 2025	paid October 23, 2025
4. November 2025	paid November 6, 2025
5. December 2025	paid January 2, 2026
6. January 2026	paid February 13, 2026
7. February 2026	paid May 29, 2026
8. March 2026	as of date of hearing, not yet paid
9. April 2026	as of date of hearing, not yet paid
10. May 2026	as of date of hearing, not yet paid

5. Since the issuance of the notice of termination, June 2026 rent has come due, and as of the date of the hearing, has not been paid.
6. The Tenant was required to pay the Landlord \$2,270.73 in daily compensation for use and occupation of the rental unit for the period from May 1, 2026, to June 2, 2026.
7. Based on the monthly rent, the daily compensation is \$68.81. This amount is calculated as follows: \$2,093.00 x 12, divided by 365 days.
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 \$2,050.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$0.00 is owing to the Tenant for the period from to June 2, 2026.
10. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
11. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 30, 2026.
2. 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.
3. 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.

4. The Tenant shall pay to the Landlord \$2,270.73, which represents compensation for the use of the unit from May 1, 2026, to June 2, 2026.
5. The Tenant shall also pay the Landlord compensation of \$68.81 per day for the use of the unit starting June 3, 2026, until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$2,050.00 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant must pay the Landlord is \$406.73.
9. 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.

June 19, 2026
Date Issued

Jeanie Theoharis
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 of the Tenant 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.