



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-031067-26

In the matter of: 226 NAPOLEON ST
FLESHERTON ON N0C1E0

Between: David Bax Landlords
Kendra Lowry

And

Kristen Irwin Tenants
Devon Irwin

David Bax and Kendra Lowry (the 'Landlords') applied for an order to terminate the tenancy and evict Kristen Irwin and Devon Irwin (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 16, 2026.

The Landlords' Legal Representative, Jacqueline Armstrong, and the Tenant, Kristen Irwin, attended the hearing.

Determinations:

1. The Landlords 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,250.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$73.97. This amount is calculated as follows: \$2,250.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$9,750.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlords collected a rent deposit of \$2,250.00 from the Tenants, and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$57.22, is owing to the Tenants for the period from April 1, 2025, to June 16, 2026.
10. The Landlord seeks a termination of the tenancy as the rent arrears are substantial and the Tenant has not been responsive to efforts to establish a repayment plan for the rent arrears. The Tenant has made no payments for 4 months and this is causing the Landlord financial hardship giving the expenses of the property. The tenancy is not a long-term tenancy, having commenced in April, 2025.
11. The Tenant acknowledged that the lack of payments made was unfair to the Landlord, but still asked for a payment plan or an extended termination of the tenancy to August 31, 2026 in these circumstances.
12. The Tenant has two children, ages 10 and 13 that live with them in the rental unit. Ms. Irwin testified that her husband had health issues that prevented him from working, and he was hospitalized for 8 weeks due to these issues. This also caused Ms. Irwin to miss some work, and so their income was further reduced during this period. Ms. Irwin testified that her husband is now back to work and makes \$2,900.00 net bi-weekly. Ms. Irwin makes \$900.00 net on a weekly basis. Ms. Irwin acknowledged that she should have made some payments to the Landlord to show a good faith intent to continue the tenancy, but was fearful of being evicted with no funds remaining.
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 Landlords attempted to negotiate a repayment agreement with the Tenants 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 given the circumstances that caused the Tenant to fall into arrears and the children living in the unit. I find that a further extension would be unfair to the Landlord given that they have received no payments for several months, the arrears are substantial and the Landlord is suffering financial hardship as a result.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$9,936.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$12,186.00 if the payment is made on or before July 31, 2026. See Schedule 1 for the calculation of the amount owing.

3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have 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 Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order, the Tenants must move out of the rental unit on or before July 31, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$6,562.30. 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 Landlords owe on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlords compensation of \$73.97 per day for the use of the unit starting June 17, 2026, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before July 31, 2026, the Tenants 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 Landlords 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 Landlords on or after August 1, 2026.

June 18, 2026
Date Issued

Benjamin Seigel
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 Tenants 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	\$9,750.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$9,936.00

B. Amount the Tenants 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	\$12,000.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$12,186.00

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

Rent Owing to Hearing Date	\$8,683.52
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,250.00
Less the amount of the interest on the last month's rent deposit	- \$57.22
Total amount owing to the Landlords	\$6,562.30
Plus, daily compensation owing for each day of occupation starting June 17, 2026	\$73.97 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	