



Order under Section 69 Residential Tenancies Act, 2006

Citation: DREWLO HOLDINGS INC. v LANDRY-MILLER, 2026 ONLTB 48584

Date: 2026-06-22

File Number: LTB-L-028492-26

In the matter of: B02, 815 CHELTON RD
LONDON ON N6M0K5

Between: DREWLO HOLDINGS INC.

Landlord

And

TERRY LANDRY-MILLER
STACEY ALVES

Tenants

DREWLO HOLDINGS INC. (the 'Landlord') applied for an order to terminate the tenancy and evict TERRY LANDRY-MILLER and STACEY ALVES (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on June 15, 2026.

The Landlord's Legal Representative, Anna Glen, and the Tenants (TM) attended the hearing. TM spoke to Tenants Duty Counsel prior to the start of this proceeding.

Determinations:

1. 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,059.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$67.69. This amount is calculated as follows: \$2,059.00 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 \$14,413.00.
7. The Landlord is entitled to \$40.00 to reimburse the Landlord for administration charges and \$10.00 for bank fees the Landlord incurred as a result of 2 cheques given by or on behalf of the Tenants which were returned NSF.
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 \$2,059.00 from the Tenants 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 \$31.63 is owing to the Tenants for the period from September 22, 2025 to June 15, 2026.
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 not be unfair to postpone the eviction until July 31, 2026, pursuant to subsection 83(1)(b) of the Act. This extension of time accounts for both parties' evidence in relation to their financial and personal circumstances.
12. The Landlord's Legal Representative submitted that the parties have attempted to work out a payment plan to no avail. The Tenant TM's evidence in relation to entering a payment plan illustrated that a payment plan would not be viable given the Tenants current life circumstances, employment status, income sources and monthly expenses. The Tenants would have difficulty covering the monthly rent, their other expenses, let alone the arrears.
13. The Tenant TM testified to the impact an eviction would have on his family and two children, explaining that the children attended school in the local area, and have significant connection to their schools, their neighbours, and the community this last year and thus the Tenant TM requested and extended eviction to two to three months. The Tenant TM also testified to the financial challenges looking for a new home would bring given their personal and financial circumstances currently.
14. The Landlord's Legal Representative explained that any further delay in granting the application would be financial prejudicial to the Landlord, and that the Landlord relies on rent to pay expenses related to the rental unit. Further the Landlord's Legal Representative submitted the sheriff enforcement in the London area takes up to 8 weeks from the termination of tenancy, and hence any delayed eviction would be further prejudicial to the Landlord.
15. Considering all of the evidence and, notwithstanding the Landlord may face some financial prejudice, I find that, pursuant to subsection 83(1)(b) of the Act that it would not be unfair to the Landlord to delay the eviction until July 31, 2026, due to the significant impact an early eviction would have on the Tenants and their children.

16. Given the Tenants connection to the community, their current personal and financial circumstances. I am satisfied that they may experience challenges securing housing that fits their needs such that more time is required. By contrast, the Landlord, while I acknowledge may face further financial prejudice, the Landlord is holding the last month's rent deposit and after considering the totality of the circumstances I conclude that delaying eviction to July 31, 2026, is fair and appropriate.
17. The extension of time will provide the Tenants time to secure their future income sources/funds to pay the arrears or to find a new place to live.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$14,649.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$16,708.00 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 has 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 Landlord \$11,514.72. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. The rent deposit and interest the Landlord owes 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 Landlord compensation of \$67.69 per day for the use of the unit starting June 16, 2026, until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlord 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 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 August 1, 2026.

June 22, 2026
Date Issued

Panagiotis P. Roupas
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	\$14,413.00
Application Filing Fee	\$186.00
NSF Charges	\$50.00
Total the Tenants must pay to continue the tenancy	\$14,649.00

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	\$16,472.00
Application Filing Fee	\$186.00
NSF Charges	\$50.00
Total the Tenants must pay to continue the tenancy	\$16,708.00

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

Rent Owing To Hearing Date	\$13,369.35
Application Filing Fee	\$186.00
NSF Charges	\$50.00
Less the amount of the last month's rent deposit	- \$2,059.00
Less the amount of the interest on the last month's rent deposit	- \$31.63
Total amount owing to the Landlord	\$11,514.72
Plus daily compensation owing for each day of occupation starting June 16, 2026	\$67.69 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	