



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-019412-26

In the matter of: Room 220, 1480 RICHMOND ST
LONDON ON N6G0J4

Between: The Guest House on the Mount Landlord

And

Taylor White Tenant

The Guest House on the Mount (the 'Landlord') applied for an order to terminate the tenancy and evict Taylor White (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 13, 2026.

The Landlord's representative, Francisco Gomez, and the Tenant attended the hearing.

Does the Residential Tenancies Act Apply?

1. At the hearing, the Landlord's representative took the position that the Board does not have jurisdiction to hear the application as the tenancy is exempt under subsection 5(a) of the Residential Tenancies Act, 2006 (the 'Act'). Subsection 5(a) provides that the Act does not apply to living accommodation intended to be provided to the travelling or vacationing public or occupied for a season or temporary period in a hotel, motel or motor hotel, resort, lodge, tourist camp, cottage or cabin establishment, inn, campground, trailer park, tourist home, bed and breakfast vacation establishment or vacation home.
2. The parties do not dispute the Tenant has been in the unit since July 3, 2025. As the Tenant has been living in the unit full-time since July 3, 2025, the Tenant claims the unit is not for seasonal or temporary accommodation, nor is the Tenant part of the travelling or vacationing public. The tenancy is on a day-to-day basis, and the Tenant is required to pay daily compensation.
3. The Landlord's representative stated that the guests at the property are mostly from the transient community, and the Landlord does not normally engage in leases longer than month-to-month. Guests are permitted to stay as long as they keep paying the daily fee.
4. The burden of proof rests on the party claiming the exemption. This means that it is up to the Landlord to lead evidence in support of the proposition that the rental unit is exempt

from the Act because the living accommodation is intended to be for a temporary or seasonal period or for the vacationing or travelling public. Having considered the parties' evidence and submissions, I find that the living accommodation is not exempt from the Act for the reasons set out below.

5. Subsection 2(1) of the Act defines a "residential unit" to mean any living accommodation used or intended for use as residential premises, and "rental unit" is defined as any living accommodation used or intended for use as rented residential premises. Subsection 2(1) further defines "rent" as including "the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to a landlord or the landlord's agent for the right to occupy a rental unit."
6. The Tenant has been in the rental unit for approximately 1 year as of the date of the hearing. The Tenant considers the unit his only residence and continues to occupy it full-time, paying rent on a month-to-month basis. The Tenant also receives mail at the unit. It is clear from the evidence presented that this is not temporary or seasonal accommodation, nor is the Tenant part of the vacationing or travelling public. The Tenant is living in the rental unit in exchange for rent within the definition of the Act. Therefore, I do not find that the exemption under subsection 5(a) of Act applies.
7. Given the above reasons, I consequently find that the Landlord has not met the burden of proof regarding any exemption, and the Residential Tenancies Act therefore applies to the tenancy.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. Based on the Daily rent, the daily rent/compensation is \$40.00. This amount is calculated as follows: \$40.00 x, divided by 365 days.
4. The Tenant has not made any payments since the application was filed.
5. The rent arrears owing to May 13, 2026, are \$8,228.88.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. There is no last month's rent deposit.
8. Subsection 83(3) of the Act states in part:

Without restricting the generality of subsection (1), the Board shall refuse to grant the application where satisfied that,

(b) the reason for the application being brought is that the tenant has complained to a governmental authority of the landlord's violation of a law dealing with health, safety, housing or maintenance standards;

(c) the reason for the application being brought is that the tenant has attempted to secure or enforce his or her legal rights;

9. The Tenant stated that this application was brought because he complained to law enforcement on October 15, 2025, in regard to the Landlord's agent Bruce Woods. He testified that he submitted a written complaint, but law enforcement did not action it.
10. The Landlord's Legal Representative submitted that the Landlord has no reason to retaliate against the Tenant, and that this was a simple because the Tenant owed rent since the commencement of the Tenancy on July 10, 2025, which pre-date the date of the complaint. The Landlord's Legal Representative that they are also unaware of any law enforcement complaints against the Landlord's employees. And he submitted that serving the N4 Notice and filing the L1 application was the Landlord last resort.
11. The evidence before me was insufficient to find that this application brought by the Landlord was because of the Tenant's complaint to law enforcement or enforcing his rights. I find it more likely than not that the application was only brought after numerous attempts by the Landlord to resolve these arrears. Therefore, I was not satisfied that the eviction should be refused pursuant to subsection 83(1) of the Act.
12. The Tenant testified that he is unemployed and does not have any money to pay the rent or arrears and that he also does not want to, but he would like more time to move out.
13. It would also be unfair to the Landlord to postpone eviction. The Tenant says that if eviction is postponed, he will not start paying his rent. He asks to stay in the unit without paying. It would be unfair to the Landlord to permit further arrears to accrue.
14. The Tenant has known for more than a year that he cannot afford the unit. He has had ample opportunity to find a new home.
15. Accordingly, 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 Landlord attempted to negotiate a repayment agreement with the Tenant 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 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:**
 - \$10,454.88 if the payment is made on or before July 3, 2026. 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 July 3, 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 July 3, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,414.88. 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 \$40.00 per day for the use of the unit starting May 14, 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 July 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 4, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 3, 2026, then starting July 4, 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 4, 2026.

June 22, 2026
Date Issued

Vinuri Sivalingam
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 4, 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 July 3, 2026

Rent Owing To July 3, 2026	\$10,268.88
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,454.88

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

Rent Owing To Hearing Date	\$8,228.88
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$8,414.88
Plus daily compensation owing for each day of occupation starting May 14, 2026	\$40.00 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	