



Amended Order
Order under Section 69
Residential Tenancies Act, 2006
And Section 21.1 of the **Statutory Powers Procedure Act**

File Number: LTB-L-024128-26-AM

In the matter of: Upper, 357 Wellington Street
Brantford ON N3S4A7

Between: 2795405 Ontario Inc Landlord
Mark Bennett

And

David Randall Tenants
Rachel Joslin

2795405 Ontario Inc and Mark Bennett (the 'Landlord') applied for an order to terminate the tenancy and evict David Randall and Rachel Joslin (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 11, 2026.

The Landlord, Mark Bennett and the Tenants attended the hearing.

This amended order is issued to correct clerical errors in the order issued on May 28, 2026.

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 \$2,850.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$93.70. This amount is calculated as follows: \$2,850.00 x 12, divided by 365 days.
5. The Tenants have paid \$1,000.00 to the Landlord since the application was filed.

6. The rent arrears owing to May 31, 2026 are **\$17,250.00**.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,850.00 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.
9. Interest on the rent deposit, in the amount of \$61.65 is owing to the Tenants for the period from May 1, 2025 to May 11, 2026.
10. 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 Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Tenant, David Randall ('DR') testified that the Tenants fell into arrears as their food truck, which was the Tenants' source of income, was stolen. DR testified that he has also stopped receiving child tax benefits. DR testified his only source of income currently is ODSP and bi-weekly trust funds. DR testified that he is expecting an insurance payment which could help him pay the arrears. However, as of the date of the hearing it was not clear whether the Tenants would be receiving any insurance payment, the amount of any alleged payment or the date of any alleged payments.
12. The Tenants did not deny that they are currently unable to make payments towards the rent and the arrears. As a result, I find that it would be unfairly prejudicial to the Landlord to grant relief in the form of a payment plan.
13. The Tenants sought an order granting relief from eviction in the form of a postponement of eviction for 60 days to allow the Tenants some additional time to vacate the rental unit. However, as the arrears are high and the arrears are only likely to grow, I find that it would be unfairly prejudicial to the Landlord to grant any further relief from eviction.

It is ordered that:

1. The tenancy between the Landlord 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 Landlord or to the LTB in trust:**
 - **\$17,451.00** if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- **\$20,301.00** if the payment is made on or before June 8, 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 June 8, 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 June 8, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord **\$12,720.05**. 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 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 \$93.70 per day for the use of the unit starting May 12, 2026 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before June 8, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 9, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 8, 2026, then starting June 9, 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 June 9, 2026.

May 28, 2026
Date Issued

Christopher Lin
Member, Landlord and Tenant Board

June 23, 2026
Date Amended

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 December 9, 2026 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 May 31, 2026

Rent Owing To May 31, 2026	\$18,250.00
Application Filing Fee	\$201.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$1,000.00
Total the Tenants must pay to continue the tenancy	\$17,451.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before June 8, 2026

Rent Owing To June 30, 2026	\$21,100.00
Application Filing Fee	\$201.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$1,000.00
Total the Tenants must pay to continue the tenancy	\$20,301.00

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

Rent Owing To Hearing Date	\$16,430.70
Application Filing Fee	\$201.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$1,000.00
Less the amount of the last month's rent deposit	- \$2,850.00
Less the amount of the interest on the last month's rent deposit	- \$61.65
Total amount owing to the Landlord	\$12,720.05
Plus daily compensation owing for each day of occupation starting May 12, 2026	\$93.70 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	