



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-030214-26

In the matter of: 404, 3311 BATHURST ST
NORTH YORK ON M6A2B5

Between: SKPM Rents 20 Landlord

And

Chris Hull Tenant

SKPM Rents 20 (the 'Landlord') applied for an order to terminate the tenancy and evict Chris Hull (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 17, 2026.

The Landlord's Representative, Sylwia McArthur, and the Tenant, Chris Hull, attended the hearing.

Preliminary Issue:

Request to adjourn

1. The Tenants' request for an adjournment is denied for the reasons that follow.
2. The Tenant said that he was removed from the rental unit on October 29, 2025, under a domestic. The Tenant has not returned to the rental unit. The Tenant continued to pay half the rent until March 2026 when he stopped as he has his own rent to pay. The Tenant claims he has children in the rental unit – two autistic boys who are 8- and 9-year-old.
3. The Tenant is trying to get custody of his children and has a court date with child protective services on July 24, 2026. The Tenant would like to delay this until after the court date. The Tenant would also like to go back to the rental unit as the children go to school nearby.
4. The Landlord opposes the request to adjourn as no request was made prior to the hearing, and the Tenant has not paid any rent since March 2026. It would be highly prejudicial to the Landlord.
5. Section 183 of the *Residential Tenancies Act, 2006* (the 'Act') states that the Board shall adopt the most expeditious method of determining the questions arising in a proceeding

that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.

6. I do not find an adjournment is necessary. The Tenant does not live at the rental unit. The Tenant's custody issues have no co-relation with this hearing. The Tenant is aware of the proceedings and can be heard today. I am satisfied an adjournment is not required.

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. The lawful rent is \$1,752.29. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$57.61. This amount is calculated as follows: \$1,752.29 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$6,797.43.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,489.71 from the Tenant 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 \$14.40 is owing to the Tenant for the period from January 1, 2026, to June 17, 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 Tenant and find that it would not be unfair to postpone the eviction until July 20, 2026. pursuant to subsection 83(1) of the Act.
11. The Tenant is only seeking a delay so that his court date with Child Protective Services can be done and the children are not rendered homeless due to this order. Even though the Landlord opposes a delay, I am willing to grant the Tenant additional time to ensure the children's safety. A further delay would be prejudicial to the Landlord.

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:

- \$6,983.43 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$8,735.72 if the payment is made on or before July 20, 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 20, 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 20, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,706.40. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$57.61 per day for the use of the unit starting June 18, 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 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 21, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 20, 2026, then starting July 21, 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 21, 2026.

June 23, 2026
Date Issued

Sheena Brar
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 21, 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 June 30, 2026

Rent Owing to June 30, 2026	\$6,797.43
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,983.43

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 20, 2026

Rent Owing to July 31, 2026	\$8,549.72
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,735.72

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

Rent Owing to Hearing Date	\$6,024.51
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,489.71
Less the amount of the interest on the last month's rent deposit	- \$14.40
Total amount owing to the Landlord	\$4,706.40
Plus, daily compensation owing for each day of occupation starting June 18, 2026	\$57.61 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	