



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-033019-26

In the matter of: MAIN FLOOR, 241 ADMIRAL DR
LONDON ON N5V1H9

Between: Murshed Ali Landlord

And

Brett Walker Tenant

Murshed Ali (the 'Landlord') applied for an order to terminate the tenancy and evict Brett Walker (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 22, 2026.

Only the Landlord attended the hearing.

As of 3:22 p.m., the Tenant was not present or represented at the hearing, although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Amending the application

1. At the hearing, I raised the issue that the address of the rental unit identified in the Notice to End a Tenancy Early for Non-payment of Rent (N4 Notice) is "Main Floor, 241 Admiral Drive, London, ON N5V 1H9", whereas the application identifies the rental unit as "house-241 Admiral Drive, London, ON N5V 1H9".
2. I am satisfied that both descriptions refer to the same rental unit occupied by the Tenant. The N4 Notice accurately identifies the rental unit. The Tenant was served with the Notice of Hearing by both mail and email, and neither Notice of Hearing was returned as undeliverable. The Tenant did not attend the hearing and there is no evidence before me that the Tenant was confused about the rental unit that is the subject of this application or that the discrepancy in the description of the rental unit affected the Tenant's ability to participate in the proceeding.
3. In these circumstances, I find it appropriate to amend the application to reflect the rental unit description contained in the N4 Notice. The amendment corrects a discrepancy in the

description of the rental unit and ensures consistency between the N4 Notice and the application. I find that the amendment does not alter the substance of the Landlord's claim and causes no prejudice to the Tenant, who was provided with adequate notice of the proceeding, however, chose not to attend the hearing.

N4 Notice of termination

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$2,000.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to June 30, 2026, are \$8,000.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.
12. 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:**
 - \$8,186.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$10,186.00 if the payment is made on or before July 7, 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 7, 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 7, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,632.50. 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 \$65.75 per day for the use of the unit starting June 23, 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 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 8, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 7, 2026, then starting July 8, 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 8, 2026.

June 26, 2026
Date Issued

Christina Philp
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 8, 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	\$8,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 7, 2026.

Rent Owing to July 31, 2026	\$10,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,186.00

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

Rent Owing to Hearing Date	\$7,446.50
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$7,632.50
Plus, daily compensation owing for each day of occupation starting June 23, 2026	\$65.75 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	