



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

File Number: LTB-L-032601-26

In the matter of: Upper, 6734 THIRD LINE
CHATHAM ON N7M5T1

Between: ISHOR KAFLEY Landlord
URMYLA KAFLEY

And

KELLY A.L. LECLAIR Tenant
MELISSA DIXON

ISHOR KAFLEY and URMYLEA KAFLEY (the 'Landlord') applied for an order to terminate the tenancy and evict KELLY A.L. LECLAIR and MELISSA DIXON (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (L1 Application); and
- the Tenants have been persistently late in paying the Tenants' rent; (L2 Application).

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on May 27, 2026.

The Landlord's Legal Representative, Audrey Skinner, and the Tenants attended the hearing.

Determinations:

L1 Application – Non-Payment of Rent

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 \$1,800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$59.18. This amount is calculated as follows: \$1,800.00 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 May 31, 2026, are \$14,900.00, which the Tenants dispute as the Tenants claim they made payments which are not reflected on the Landlord's claim.
7. In *Mauti v. Gibbs*, 2019 ONSC 3355 (CanLII), the Divisional Court held at paragraph 27 that while the landlord bears the burden of proof in a rent arrears application, it is difficult for a landlord to prove a negative (ie: non-payment of rent). Therefore, "...while the ultimate persuasive burden never shifts, once a landlord denies receiving funds, the tenant will have an evidentiary burden or a chance to advance some evidence to positively prove that he or she paid rent".
8. The Tenants did not provide any proof of payments made to the Landlord that are not accounted for in the application. On the other hand, the Landlord's evidence regarding the amount owing was clear and concise. Therefore, I find the arrears owing to May 31, 2026, are \$14,900.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,800.00 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.
11. Interest on the rent deposit, in the amount of \$43.70 is owing to the Tenants for the period from April 1, 2025, to May 27, 2026.

L2 Application – Persistent Late Payment of Rent

12. The Landlord sought to withdraw this application as the parties consented to terminate the tenancy.

It is ordered that:

1. The tenancy is terminated on consent. The Landlord and Tenants agree that the Tenants will vacate the rental unit on or before June 30, 2026.
2. The Tenants shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenants owe the Landlord \$13,040.16. See Schedule 1 for the calculation of the amount owing.
4. The Tenants shall also pay the Landlord compensation of \$59.18 per day for the use of the unit starting May 28, 2026, to the date the Tenant moves out of the unit.
5. If the Tenants do not pay the Landlord the full amount owing on or before June 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

6. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 1, 2026.

June 29, 2026
Date Issued

Samantha Greaves
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 of the Tenant expires on January 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 Tenant must pay as the tenancy is terminated

Rent Owing To May 27, 2026	\$14,697.86
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$1,800.00
Less the amount of the interest on the last month's rent deposit	-\$43.70
Total amount owing to the Landlord	\$13,040.16
Plus daily compensation owing for each day of occupation starting May 28, 2026	\$59.18 (per day)