



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-031004-26

In the matter of: 3184 MELBOURNE RD
WINDSOR ON N9C 1Y4

Between: Donald Pennicooke Landlord

and

Melissa Murphy Tenants
Chadwick Latham

Donald Pennicooke (the 'Landlord') applied for an order to terminate the tenancy and evict Melissa Murphy and Chadwick Latham (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).

This application was heard by videoconference on June 18, 2026.

The Landlord and the Landlord's representative, Louis Marion, and the Tenant, Melissa Murphy, attended the hearing.

Determinations:

Tenants' issues

1. Melissa Murphy wanted to raise maintenance issues; however, she acknowledged that she has not properly raised her issues as required by s. 82(2) of the *Residential Tenancies Act, 2006* (the 'Act').
2. The Landlord's representative indicated that the Tenants had not provided notice of any intended s.82 issues before the hearing. For this reason, the Landlord was not prepared to respond to the Tenants' issues.
3. Rule 19.4 of the Board's Rules of Procedure provides that a tenant who wishes to raise s.82 issues at a hearing must serve the landlord and file with the Board a list of their issues as well as their supporting evidence at least seven days before the hearing. Further, Rule 19.5 provides that a tenant who fails to comply with s.19.4 shall not be permitted to raise these issues at the hearing unless the Board is satisfied that they could not comply.

4. In this case, I find that the Tenants had advance notice of the hearing and thus were able to properly raise s.82 issues but they did not. For these reasons, I did not hear any evidence or submissions regarding the Tenants' s.82 issues. I informed Ms. Murphy that she can file her own application.

Adjournment request

5. Melissa Murphy also requested an adjournment, she stated that the second named Tenant (Chadwick Latham) has been removed from the property by her (two weeks ago and after the Application was filed). Ms. Murphy indicated that she only recently found out about the hearing because Chadwick Latham was hiding the notice of hearing from her.
6. The Landlord's representative objected to the adjournment because the Tenants had prior notice of the hearing. He submitted that the matter should proceed as scheduled.
7. I denied the request for an adjournment because Ms. Murphy was served with the N4 notice and had knowledge of the issues raised in the Application. I also find that Ms. Murphy attended the hearing and was able to participate. In the circumstances, I was satisfied that the matter could proceed fairly.

L1 Application- Rent Arrears

8. 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.
9. As of the hearing date, the Tenants was still in possession of the rental unit.
10. The lawful rent is \$1,800.00. It is due on the 1st day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$59.18. This amount is calculated as follows: $\$1,800.00 \times 12$, divided by 365 days.
12. It is undisputed that the Tenants have paid \$5,400.00 to the Landlord since the application was filed. The rent arrears owing to June 30, 2026 are \$3,900.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. 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.
15. Interest on the rent deposit, in the amount of \$27.03 is owing to the Tenants for the period from October 1, 2025 to June 18, 2026.

L2 Application – Persistent Late Payment of Rent

16. The parties have a month-to-month tenancy. The rent is due on the 1st day of each month.

17. The Landlords served the Tenants with a valid Notice to End Tenancy at the End of the Term (N8 Notice) on March 13, 2026, with a termination date of May 31, 2026.
18. During the hearing, the Landlords' representative referred to the N8 notice which provides a detailed breakdown of the payments made by the Tenants.
19. The evidence establishes that the Tenants paid rent late for the months of November and December 2025. January and February 2026 were not paid. March 2026 was again paid late. This evidence was not disputed by the Tenant. In addition, the Landlords' representative stated that since service of the N8 notice, the Tenants did not pay rent for the month of April 2026, and the months of May and June 2026 were paid late.
20. Based on the evidence before me, I find on a balance of probabilities, that the Tenants have persistently failed to pay rent on the date it was due.

Relief from Eviction

21. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until August 31, 2026, pursuant to subsection 83(1)(b) of the Act.
22. The parties were unsuccessful in resolving the issue of rent arrears through a payment plan. The Landlord's representative requested to terminate the tenancy.
23. Melissa Murphy requested to preserve her tenancy. She testified that Chadwick Latham was responsible to pay the rent while she was responsible to pay the other household expenses. Although as of the hearing date, she acknowledged that her expenses exceed her income, she indicated that she is expecting to make more money by the end of the week because she will be working more hours. Ms. Murphy also requested a delay of 3-5 months. Ms. Murphy also testified that she has a minor child.
24. Based on the evidence before me, I find that the tenancy is not viable. The Tenants are unable to afford the current rent given their disclosed income. However, the Tenants have paid \$5,400.00 since the application has been filed. While the Landlord's representative submitted that further delay or payment plan would cause prejudice, no documentary evidence was provided in support of that position. Therefore, I am satisfied that a postponement is not unfair to allow the Tenants an opportunity to preserve their tenancy, or if necessary, secure alternative accommodation.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. **The Tenants must move out of the rental unit on August 31, 2026.**
2. The Tenants shall pay to the Landlord \$1,524.21. 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.

3. The Tenants shall also pay the Landlord compensation of \$59.18 per day for the use of the unit starting June 19, 2026 until the date the Tenant moves out of the unit.
4. If the Tenants does not pay the Landlord the full amount owing on or before August 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from September 1, 2026 at 4.00% annually on the balance outstanding.
5. If the unit is not vacated on or before August 31, 2026, then starting September 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 September 1, 2026.

June 25, 2026
Date Issued

Adeela Alvez
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 March 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 Hearing Date	\$8,565.24
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,400.00
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	- \$27.03
Total amount owing to the Landlord	\$1,524.21
Plus daily compensation owing for each day of occupation starting June 19, 2026	\$59.18 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	