



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-031222-26

In the matter of: 3077 LINE 4 N
ORO-MEDONTE ON L0L2L0

Between: 9939253 Canada Inc. Landlord

And

Sarain Carson-Fox Tenants
Joseph Osawamick

9939253 Canada Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Sarain Carson-Fox and Joseph Osawamick (the 'Tenants') because:

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

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

Only the Landlord's Representative, Yun Tao Li attended the hearing.

As of 1:41 p.m., the Tenants were 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:

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 \$5,600.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$184.11. This amount is calculated as follows: \$5,600.00 x 12, divided by 365 days.

5. The Tenants have paid \$14,200.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2026 are \$18,600.00.
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 \$5,600.00 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 \$373.76 is owing to the Tenants for the period from September 1, 2023 to June 18, 2026.

L2 Application – Persistent Late Payment of Rent

10. On March 12, 2026, the Landlord mailed the Tenants an N8 notice of termination alleging that the Tenants have persistently failed to pay the rent on the date it was due. The termination date on the N8 notice is May 31, 2026.
11. The Landlord's statement shows that from January 1, 2024, to March 1, 2026, the period included on the N8 notice, the Tenants paid the rent late twenty-seven out of twenty-seven months.
12. Based on the Landlord's uncontested evidence, I find that the Tenant has persistently paid the rent late.
13. Since the N8 has been served, the Tenant paid the rent late for three months from April 1, 2026, to June 1, 2026.

Relief from Eviction

14. The Landlord's Representative requested for an extended termination date to July 20, 2026, to allow the Tenants additional time sort out their finances or seek alternative accommodations. The Landlord's Representative further requested that, if the Tenants void the L1 Application by paying all arrears on or before July 20, 2026, the Tenants be required to pay the lawful monthly rent in full and on time for 12 consecutive months, from August 2026 through July 2027.
15. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

L1 Application – Non-Payment of Rent

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:

- \$18,786.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$24,386.00 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 \$10,526.22. 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 \$184.11 per day for the use of the unit starting June 19, 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.

L2 Application – Persistent Late Payment of Rent

10. If the Tenant voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
11. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period of August 1, 2026, up to July 1, 2027.
12. If the Tenant fails to make any of the payments in paragraph 11 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

June 29, 2026
Date Issued

Joshua Labbe
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 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	\$32,800.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$14,200.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$18,786.00

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

Rent Owing To July 31, 2026	\$38,400.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$14,200.00
Total the Tenant must pay to continue the tenancy	\$24,386.00

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

Rent Owing To Hearing Date	\$30,513.98
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$14,200.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$5,600.00
Less the amount of the interest on the last month's rent deposit	- \$373.76
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$10,526.22
Plus daily compensation owing for each day of occupation starting June 19, 2026	\$184.11 (per day)