



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1815212 ONTARIO INC. v KANE, 2026 ONLTB 49005

Date: 2026-06-30

File Number: LTB-L-026113-26

In the matter of: 1610, 399 MARKHAM RD
SCARBOROUGH ON M1J3C9

Between: 1815212 ONTARIO INC. Landlord

And

SHELLEY KANE Tenant

1815212 ONTARIO INC. (the 'Landlord') applied for an order to terminate the tenancy and evict SHELLEY KANE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

Only the Landlord's Legal Representative, Daniel Moak, attended the hearing.

As of 9:57am, 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:

1. The Landlord raised the preliminary issue of mail that had been marked "RTS" and returned to the Landlord and Tenant Board (the 'LTB') via Canada Post. The Notice of Hearing was received back at the LTB on May 29, 2026. The Landlord followed up with an inspection of the rental unit, which confirmed that the Tenant was still in possession of the rental unit, and thus had been in possession when the application was filed. The Landlord then served the Tenant with copies of the Notice of Hearing and L1 Application by placing them under the door of the rental unit.
2. As such, I was satisfied that the Tenant was both in possession of the rental unit when the application was filed and aware of the application and hearing date, and thus I was satisfied that I had jurisdiction to proceed to hear the matter.
3. 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.

4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$1,900.00. It is due on the first day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$62.47. This amount is calculated as follows: \$1,900.00 x 12, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to June 30, 2026, are \$11,450.00.
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 \$1,900.00 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.
11. As the Tenant did not attend the hearing, I could only consider the Landlord's evidence. The Landlord's Legal Representative noted that there was some type of medical equipment visible in photographs of the rental unit, but they were not aware of any particulars that would suggest delaying or denying eviction. Having considered all circumstances disclosed in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including attempts to negotiate a payment plan, I 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:**
 - \$11,636.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$13,536.00 if the payment is made on or before July 11, 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 11, 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 11, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,935.43. 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 \$62.47 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 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 12, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 11, 2026, then starting July 12, 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 12, 2026.

June 30, 2026
Date Issued

Heather Woodside
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 12, 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	\$11,450.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,636.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 11, 2026

Rent Owing To July 31, 2026	\$13,350.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,536.00

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

Rent Owing To Hearing Date	\$10,674.46
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,900.00
Less the amount of the interest on the last month's rent deposit	- \$25.03
Total amount owing to the Landlord	\$8,935.43
Plus, daily compensation owing for each day of occupation starting June 19, 2026	\$62.47 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	