



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

File Number: LTB-L-031412-26

In the matter of: 727 SECOND ST
LONDON ON N5V2B8

Between: CAPREIT Limited Partnership Landlord

And

Paige Bowman Tenants
Jamie Bowman
Jason Bowman

CAPREIT Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Paige Bowman, Jamie Bowman and Jason Bowman (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 24, 2026.

The Landlord's Representative, Gabriella Quaresma, and the Tenant, Paige Bowman, on behalf of herself, attended the hearing.

As of 11:59 a.m., the Tenants, Jamie Bowman, and Jason Bowman, 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.

Preliminary Issue:

Request to remove party

1. The Tenant's request to remove Paige Bowman ('PB') as a named party is denied for the following reasons.
2. PB testified that she moved out of the rental unit in May 2025 and ought to be removed as a named party as she vacated the rental unit. The other two Tenants have continued to reside at the rental unit and are responsible for the rent arrears claimed.
3. The Landlord stated that neither tenant advised then that PB had vacated the rental unit or asked to change the joint tenancy.

4. In a joint tenancy, there is a single tenancy agreement, and the tenants are jointly and severally (individually) liable for the payment of the entire rent for the rental unit. There is no evidence before me indicating the parties agreed to break the joint tenancy and transfer the tenancy to the two Tenants not present at the hearing. Accordingly, it would not be appropriate to remove PB as a named tenant.

Determinations:

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 \$2,395.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$78.74. This amount is calculated as follows: \$2,395.00 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 June 30, 2026, are \$9,580.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. 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 Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
10. PB has vacated the rental unit and did not wish to express any reasons to grant relief. The other two Tenants were not present to share evidence with respect to their circumstances. There have been no rent payments made since the application was filed and the arrears are significant. There is no reason to delay or deny eviction.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$9,766.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$12,161.00 if the payment is made on or before July 10, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after July 10, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before July 10, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$9,260.76. 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 Tenants shall also pay the Landlord compensation of \$78.74 per day for the use of the unit starting June 25, 2026, until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before July 10, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 11, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before July 10, 2026, then starting July 11, 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 11, 2026.

June 29, 2026
Date Issued

Sheena Brar
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 11, 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 Tenants 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	\$9,580.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$9,766.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before July 10, 2026

Rent Owing to July 31, 2026	\$11,975.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$12,161.00

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

Rent Owing to Hearing Date	\$9,074.76
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$9,260.76
Plus, daily compensation owing for each day of occupation starting June 25, 2026	\$78.74 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	