



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

File Number: LTB-L-079427-25

In the matter of: 30 WESTPORT DR
WHITBY ON L1R0J3

Between: CATERINA MACASKILL Landlord
MATTHEW MACASKILL
DAVID MACASKILL

And

JERMAINE JAMES Tenant
JOYCE COURTNEY

Caterina Macaskill, Matthew Macaskill and David Macaskill (the 'Landlords') applied for an order to terminate the tenancy and evict Jermaine James and Joyce Courtney (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 10, 2025.

The Landlord's legal Representative, Carrie Aylwin, the Landlords, Caterina Macaskill, David Macaskill attended the hearing. One of the Tenants, Joyce Courtney, attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$3,100.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$101.92. This amount is calculated as follows: \$3,100.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$15,500.00.

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 \$3,100.00 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.
9. Interest on the rent deposit, in the amount of \$125.06, is owing to the Tenants for the period from May 1, 2024, to December 10, 2025.

Landlord evidence

10. The position of the Landlord is the tenancy began May 1, 2024 and the Tenant has been inconsistent with rent payments being made on time and in full.
11. The Tenant has made no payment towards the arrears or the lawful rent since July 2025. The Landlord is a small Landlord, and the Tenant's lack of payment and the quantum of the arrears has created a financial stress on the Landlord. The Landlord has had to cash out investments in order to cover the costs of the rental unit.
12. The Landlord has scoliosis and the Landlord's daughter has recently been diagnosed with cancer. The Tenant's arrears has exasperated the medical health of the Landlord and the Landlord is currently under the care of a medical professional to address her stress over the amount owed to the Landlord.
13. The Landlord has been communicating with the Tenant and inquiring about the arrears owing and the Tenant's responds with broken promises for rent.
14. The Landlord is seeking a standard order for eviction and arrears.

Tenant evidence

15. The Tenant does not dispute the arrears.
16. The Tenant submitted her financial situation became strained sometime in January 2025. The Tenant has an uncle who lives in Jamaica who suffered a stroke and required medical treatment. The Tenant's uncle again suffered medical issues in July 2025 and the Tenant again covered her uncle's medical costs. The Tenant stated she paid approximately \$8,000.00 for the January 2025 medical costs and \$7,000.00 for the July 2025 medical costs.
17. The Tenant stated she had to cash out investments to cover the costs she felt obligated to pay for her uncle's medical bills.
18. The Tenant is currently unemployed and was previously employed on a contract as an auditor. The Tenant lost her job when her employer lost a major account in July 2025 and was forced to end the contract with the Tenant. The Tenant has worked part time since

July 2025 earning an income of approximately \$2,500.00 for July 2025, no income in August 2025 and approximately \$2,000.00 in September The Tenant stated she did not consider making any partial payments towards rent for July 2025 or September 2025.

19. The Tenant stated she has an oral agreement for employment to start soon and will have income coming in to pay the rent.
20. The Tenant has an adult son who occupies the rental unit and was also unemployed for five months prior to the hearing. The Tenant stated her son had recently gone back to work as a delivery truck driver for FedEx and will be able to contribute to the rent.
21. The Tenant stated she is elderly, suffers from vertigo and has a slipped disc. The Tenant's son does not have any medical issues.
22. The Tenant stated her uncle in Jamaica is selling his house and intends on paying the Tenant back for her payments made to his medical bills.
23. The Tenant has a sister and mother who live near the Tenant however the Tenant stated neither of the family members have room to take her in should she be evicted.
24. The Tenant requested time to allow her uncle to sell his house and pay the Landlord the arrears owing and preserve the tenancy. The Tenant requested an extended eviction date of February 28, 2026.

Analysis: Relief / Denial of Eviction

25. The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy can be saved without overly prejudicing a landlord's interests. In this case, based on the evidence and submissions before me I find the tenancy is not viable.
26. The Tenant stated she obtained an oral agreement for employment and her son had recently gone back to work. In addition, the Tenant stated she would have money coming in the new year when her uncle sells his house in Jamaica, however in my view, the Tenant has led with insufficient evidence to support these claims.
27. I do not find the Tenant's evidence persuasive enough, relying solely on her oral testimony as evidence she or her son will have income coming in to pay the lawful rent. The Tenants' lack of particulars and specific details regarding her employment, her son's employment and the state of the sale of her uncle's house is such that I am not satisfied the tenancy can be preserved through a repayment plan or a long delay for eviction.
28. The Tenant also failed to provide the Landlord with partial payments for the months of July 2025 and September 2025 when she did earn an income as a gesture of good faith.
29. The problem here is that the requirement to pay the rent on time is a contractual obligation found in the tenancy agreement. The Landlord should not have to come to the Board to enforce this requirement under the lease.
30. Further the Tenant has been given other opportunities to sort out her finances with the Landlord providing the Tenant with extensions to pay rent owing from previous months and the Tenant continued to fail to meet her rent obligations to pay on time and in full.

31. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations in the application for eviction and arrears owing the Landlord.
32. In weighing the circumstances of the Tenant against the Landlord's circumstances I considered the quantum of arrears and potential for the Landlord to incur further debt given the Tenant's current income, and I find the Landlord credible in her testimony regarding the stress of covering the costs of the rental unit and the impact to her health.
33. Given all the above the Landlord's request for eviction is granted however I find a short delay to afford the Tenant time to find alternative housing is reasonable.
34. 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 January 22, 2026 pursuant to subsection 83(1)(b) of the Act.
35. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
36. This order contains all reasons for the determinations and order made. No further reasons will be issued.

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:**
 - \$18,786.00 if the payment is made on or before January 22, 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 January 22, 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 January 22, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,380.14. 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 \$101.92 per day for the use of the unit starting December 11, 2025 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 January 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 23, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 22, 2026, then starting January 23, 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 January 23, 2026.

January 8, 2026
Date Issued

Greg Brocanier
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 July 23, 2026 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 January 22, 2026

Rent Owing To January 31, 2026	\$18,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$18,786.00

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

Rent Owing To Hearing Date	\$13,419.20
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,100.00
Less the amount of the interest on the last month's rent deposit	- \$125.06
Total amount owing to the Landlord	\$10,380.14
Plus daily compensation owing for each day of occupation starting December 11, 2025	\$101.92 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	