



Order under Section 69 Residential Tenancies Act, 2006

Citation: LONDON & MIDDLESEX COMMUNITY HOUSING v KEALEY, 2026 ONLTB 892

Date: 2026-01-05

File Number: LTB-L-084241-25

In the matter of: 516, 345 WHARNCLIFFE RD N
LONDON ON N6G1E5

Between: LONDON & MIDDLESEX COMMUNITY HOUSING Landlord

And

LAURIE KEALEY Tenant

LONDON & MIDDLESEX COMMUNITY HOUSING (the 'Landlord') applied for an order to terminate the tenancy and evict LAURIE KEALEY (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 9, 2025. The Landlord's legal representative Kelly O'Donnell attended the hearing. The Tenant and the Tenant's support person Karen Jensen 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 \$772.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$25.38. This amount is calculated as follows: \$772.00 x 12, divided by 365 days.
5. The Tenant has paid \$360.00 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$6,487.86.
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 \$115.00 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 \$2.70 is owing to the Tenant for the period from January 1, 2025 to December 9, 2025.
10. The Landlord states the Tenant's rent to gear income subsidy was discontinued because the Landlord requires financial documentation from the Tenant which is sent out 6 months in advance to the Tenant. The Landlord states in March 2025, after the N4 Notice was issued, the Landlord sent an email to the Tenant which advised the Tenant of the financial documentation required by the Landlord. The Landlord states in April 2025, the Tenant spoke with the community relations worker regarding the rent arrears.
11. The Landlord states the Tenant attended the rental office on November 6, 2025 but the Tenant had not completed the annual review paperwork so the rent to gear income subsidy was not reinstated. The Landlord states even if the rent to gear income subsidy is reinstated, there is no guarantee the prior arrears would be forgiven.
12. The Tenant states that she provided her 2023 Notice of Assessment which is required for her rent to gear income subsidy to be reinstated. The Tenant states she was unaware that she had lost her rent subsidy and that she is required to pay market rent. She states she discovered this information two weeks prior to the hearing when she received the Landlord's disclosure for the hearing.
13. The Tenant requests a payment plan and states she receives Ontario Works. The Tenant states that she can pay an additional \$200.00 per month towards the arrears in addition to the monthly rent. The Landlord does not consent to a payment plan.
14. I denied the Tenant's request for a payment plan as it would take approximately 33 months to repay the arrears which I find is too long for the term of the payment plan.
15. The Tenant states that her 7-year-old granddaughter lives with her and if the Tenant is evicted, she will be homeless.
16. At the hearing I stated I would postpone terminating the tenancy for 60 days from the date of this order.
17. 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 March 6, 2026 pursuant to subsection 83(1)(b) of the Act. I find the Tenant is a vulnerable person and I am allowing the Tenant additional time to address getting her rent subsidy reinstated and to address the arrears owing. If the Tenant can pay the arrears owing by the due date in this order, she would be able to void this order and remain in the rental unit.

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:

- \$7,445.86 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$8,217.86 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$8,989.86 if the payment is made on or before March 6, 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 March 6, 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 March 6, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,012.58. 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 \$25.38 per day for the use of the unit starting December 10, 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 March 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 7, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 6, 2026, then starting March 7, 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 March 7, 2026.

January 5, 2026
Date Issued

Kimberly Parish
Vice Chair, 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 September 7, 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 31, 2026

Rent Owing To January 31, 2026	\$7,619.86
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$360.00
Total the Tenant must pay to continue the tenancy	\$7,445.86

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$8,391.86
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$360.00
Total the Tenant must pay to continue the tenancy	\$8,217.86

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 6, 2026

Rent Owing To March 31, 2026	\$9,163.86
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$360.00
Total the Tenant must pay to continue the tenancy	\$8,989.86

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

Rent Owing To Hearing Date	\$6,304.28
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$360.00
Less the amount of the last month's rent deposit	- \$115.00
Less the amount of the interest on the last month's rent deposit	- \$2.70
Total amount owing to the Landlord	\$6,012.58
Plus daily compensation owing for each day of occupation starting December 10, 2025	\$25.38 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	