



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

**File Number:** LTB-L-084196-25

**In the matter of:** 806, 820 SCOLLARD CRT  
MISSISSAUGA ON L5V0A1

**Between:** Evergreen Mississauga CCRC Limited Partnership Landlord

**And**

Madge Elaine Corbin Tenant

Evergreen Mississauga CCRC Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Madge Elaine Corbin (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 18, 2025.

Only the Landlord's Agent, Shantel Prashad, and the Landlord's Representative, Lisa Corrente, attended the hearing.

### **Determinations:**

#### *The Tenant's Participation*

1. As of 9:46 a.m., the Tenant was not present at the hearing although properly served with notice of this hearing by the LTB.
2. However, Caroline Corbin ("CC") was present and wanted to speak on behalf of the Tenant. CC admitted that she did not have written authorization from the Tenant to speak on the Tenant's behalf or enter into any agreements on the Tenant's behalf.
3. I advised CC that without the Tenant's written or verbal authorization she could not testify or provide submissions on the Tenant's behalf. CC was given an opportunity to have the Tenant attend to provide verbal authorization and indicated that the Tenant was unable to call in or otherwise attend the hearing.
4. As a result, the hearing proceeded with only the Landlord's evidence.

#### *The Application*

5. 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.

6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$2,363.35. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$77.70. This amount is calculated as follows: \$2,363.35 x 12, divided by 365 days.
9. The Tenant has not made any payments since the application was filed.
10. The rent arrears owing to December 31, 2025, are \$51,564.00.
11. The rent arrears owing to the Landlord are more than the LTB's monetary jurisdiction. Under subsection 207(1) of the *Residential Tenancies Act, 2006* (the 'Act') the LTB may order payment up to \$50,000.00. Proceeding with this application at the LTB extinguishes any rights the Landlord may have to pursue the full amount owing at the Superior Court. The Landlord was made aware of the LTB's monetary jurisdiction and chose to proceed with the application.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$2,485.00 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.
14. Interest on the rent deposit, in the amount of \$59.91 is owing to the Tenant for the period from January 1, 2025, to December 18, 2025.

Relief from eviction

15. The Landlord's Representative provided that the residential complex is a retirement home that is a care home for the purposes of the Act. The Landlord's Representative provided that the Landlord have offered the Tenant and her daughter two separate opportunities to participate in a capacity assessment and they have declined both times.
16. The Landlord's Representative provided that they were unaware of any circumstance of the Tenant that would support denying or delaying eviction. The Tenant did not attend the hearing to give evidence of their circumstances, or to dispute the Landlord's application.
17. As such, 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 Tenant and 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:**

- \$54,113.35 if the payment is made on or before January 18, 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 18, 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 18, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$48,240.34. 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 \$77.70 per day for the use of the unit starting December 19, 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 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 19, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 18, 2026, then starting January 19, 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 19, 2026.

**January 7, 2026**  
**Date Issued**

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Nicole Pedron  
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 19, 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 18, 2026**

|                                                          |                    |
|----------------------------------------------------------|--------------------|
| Rent Owing To January 31, 2026                           | \$53,927.35        |
| Application Filing Fee                                   | \$186.00           |
| <b>Total the Tenant must pay to continue the tenancy</b> | <b>\$54,113.35</b> |

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

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$50,599.25          |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$2,485.00         |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                             | - \$59.91            |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$48,240.34</b>   |
| Plus daily compensation owing for each day of occupation starting December 19, 2025                                 | \$77.70<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |