



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-081515-25

In the matter of: 205, 510 DAWES RD
EAST YORK ON M4B2G4

Between: 510 Dawes Apartments Inc. Landlord

And

Sharena Morris Tenant

510 Dawes Apartments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Sharena Morris (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 22, 2025.

The Landlord's Legal Representative, Natasha Mizzi and the Tenant attended the hearing.

Determinations:

Request for Adjournment

1. The Tenant sought an adjournment as the Tenant alleges her legal representative was unable to attend the hearing. There was no evidence before the Board that the Tenant had reached out for legal assistance or that their representative was undertaking to represent at the hearing if the matter was adjourned.
2. There is significant prejudice to the Landlord in granting the amendment. There has been no payment of rent since June 2024.
3. I found that it would be unfairly prejudicial to the Landlord to grant the adjournment request in the circumstances. As a result, the request to adjourn was denied.

L1 Application – Non-payment of Rent

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.

6. The lawful rent is \$1,222.84. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$40.20. This amount is calculated as follows: $\$1,222.84 \times 12$, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to December 31, 2025 are \$23,051.44.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,222.84 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.
12. Interest on the rent deposit, in the amount of \$27.22 is owing to the Tenant for the period from February 1, 2025 to December 22, 2025.
13. 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.
14. The Tenant did not dispute that no rent had been paid since June 2024 but testified that she had been before the Board requesting for the Board to determine that she is a Tenant.
15. The Tenant testified that she has recently applied for OSAP and testified she will be obtaining \$78,000.00 from OSAP. The Tenant requested a payment plan that would require the Tenant to pay an additional \$200.00 towards the arrears each month. This would be a payment plan of approximately 10 years. I find that it would be unfair to grant relief from eviction pursuant to the Tenant's proposed payment plan as the plan is unreasonably long.
16. Even if I were satisfied that the payment plan was reasonable, I am not convinced the Tenant will be able to pay as she proposes. The Tenant did not provide any documentation to show she will be obtaining the amount she suggests and I was not satisfied that the Tenant will be obtaining this amount as she submits.
17. Given the amount of arrears, I find that it would be unfair in the circumstances to postpone eviction any further.

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:**
 - \$24,460.28 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 \$21,648.94. 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 \$40.20 per day for the use of the unit starting December 23, 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

Christopher Lin
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	\$24,274.28
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$24,460.28

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

Rent Owing To Hearing Date	\$22,713.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,222.84
Less the amount of the interest on the last month's rent deposit	- \$27.22
Total amount owing to the Landlord	\$21,648.94
Plus daily compensation owing for each day of occupation starting December 23, 2025	\$40.20 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	