



Order under Section 69 Residential Tenancies Act, 2006

Citation: Simcoe County Housing Corp. v Carson, 2026 ONLTB 2749

Date: 2026-01-13

File Number: LTB-L-077114-25

In the matter of: 403, 475 SECOND ST
COLLINGWOOD ON L9Y1V6

Between: Simcoe County Housing Corp.

Landlord

And

Tammy Carson

Tenant

Simcoe County Housing Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Tammy Carson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 19, 2025.

The Landlord's agent Cara Weatherell and the Tenant 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 \$940.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$30.90. This amount is calculated as follows: \$940.00 x 12, divided by 365 days.
5. The Tenant has paid \$895.00 to the Landlord since the application was filed.
6. The rent arrears owing to November 30, 2025 are \$5,923.00.
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 Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
10. The Tenant testified that she receives approximately \$1,400.00 in ODSP benefits per month. This should be sufficient to cover the monthly rent of \$940.00, and yet the Tenant accrued arrears.
11. The Tenant indicated she could pay at least \$500.00 in addition to her monthly rent to resolve the arrears. I do not find this plausible in the disclosed circumstances. If the Tenant were to pay her monthly rent of \$940.00 and an additional \$500.00 toward the arrears, this already exceeds her disclosed monthly income.
12. The Tenant continued to accrue arrears after the Landlord filed this application: two rent payments came due, but only \$895.00 was paid. \$985.00 in additional arrears have accrued since the Landlord filed their application. It does not appear that she, in fact, has the means to commit to a payment plan for the arrears.
13. The Tenant testified that she just started a new job one week prior to the hearing but provided no documentation to support her claim that she will be earning an additional \$800.00 to \$1000.00.
14. The Tenant specified that she applied for housing retention funds but could not provide the Board with specific information about the timeline or amount of payment she intends to receive.
15. The Tenant resides alone in the rental unit. Her thirteen-year-old son resides in foster care.
16. Given these circumstances, it would be unfair to allow the tenancy to continue. I am not satisfied that the Tenant can afford to both pay her rent and make significant payments toward the arrears she already owes. Therefore, no relief from eviction is granted.

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:**
 - \$7,989.00 if the payment is made on or before January 24, 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 24, 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 24, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,756.10. 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 Tenant shall also pay the Landlord compensation of \$30.90 per day for the use of the unit starting November 20, 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 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 25, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 24, 2026, then starting January 25, 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 25, 2026.

January 13, 2026
Date Issued

Jeremy Henderson
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 25, 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 24, 2026

Rent Owing To January 31, 2026	\$8,698.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$895.00
Total the Tenant must pay to continue the tenancy	\$7,989.00

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

Rent Owing To Hearing Date	\$6,465.10
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$895.00
Total amount owing to the Landlord	\$5,756.10
Plus daily compensation owing for each day of occupation starting November 20, 2025	\$30.90 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	