



JAN 12, 2026

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

File Number: LTB-L-074261-25

In the matter of: Two, 161 Church Street
Sault Ste. Marie ON P6B5T8

Between: Steve Carlson Landlord

And

Tracy Stewart Tenant

Steve Carlson (the 'Landlord') applied for an order to terminate the tenancy and evict Tracy Stewart (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on November 6, 2025.

The Landlord Steve Carlson and the Tenant Tracy Stewart attended the hearing.

Determinations:

L1 Application – Non-Payment of Rent

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 \$923.50. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$30.36. This amount is calculated as follows: \$923.50 x 12, divided by 365 days.
5. The Tenant has paid \$1,847.00 to the Landlord since the application was filed.
6. The rent arrears owing to November 30, 2025, are \$2,247.50. This was undisputed at the hearing.

7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$900.00 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 \$34.95 is owing to the Tenant for the period from April 19, 2024 to November 6, 2025.

L2 Application – Persistent Late Payment of Rent

10. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 10 times in the 16-month period ending November 30, 2025, including 1 of 3 months since the Landlord gave the N8 notice. This was undisputed at the hearing.

Relief from Eviction

11. The Tenant requested relief from eviction pursuant to section 83 of the Residential Tenancies Act, 2006 (the “Act”). The Tenant submitted that rent is now paid by ODSP direct deposit to the Landlord and that they have obtained part-time employment to address the arrears. The Tenant proposed a payment plan of \$100.00 bi-weekly, or \$200.00 per month, toward the arrears. The Tenant also testified that they experienced significant personal hardship following the sudden death of their daughter, which resulted in unexpected travel expenses, and stated that eviction would cause serious hardship as they have no nearby family support and are dealing with grief and related medical issues.
12. The Landlord opposed the Tenant’s request for relief from eviction. The Landlord submitted that this is the fourth application they have filed with the Board involving this tenancy and that there have been ongoing issues with late payment and rent arrears, including a prior arrears order. The Landlord further submitted that the Tenant receives income from multiple sources and should therefore be able to pay rent on time. The Landlord testified that the ongoing arrears and late payments have caused significant financial and personal stress.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. While I accept that the Tenant has experienced genuine personal hardship, the evidence establishes a lengthy pattern of late payment and ongoing arrears. The proposed payment plan would take several months to repay the arrears and does not adequately address the history of non-compliance with rent obligations. In these circumstances, I am not satisfied that the Tenant is likely to meet the terms of any relief or that granting relief would be fair to the Landlord.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 23, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$772.21. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$30.36 per day for the use of the unit starting November 7, 2025 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before January 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 24, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before January 23, 2026, then starting January 24, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 24, 2026.

January 12, 2026
Date Issued

Kyle Anderson
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 of the Tenant expires on July 24, 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 as the tenancy is terminated

Rent Owing To November 6, 2025	\$3,353.16
Application Filing Fee	\$201.00
Less the amount the Tenant paid to the Landlord since the application was filed	-\$1,847.00
Less the amount of the last month's rent deposit	-\$900.00
Less the amount of the interest on the last month's rent deposit	-\$34.95
Total amount owing to the Landlord	\$772.21
Plus daily compensation owing for each day of occupation starting November 7, 2025	\$30.36 (per day)