



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

File Number: LTB-L-064039-25

In the matter of: Apt #314, 161 ATHOL ST E
OSHAWA ON L1H1K2

Between: ALMA OSHAWA GP INC. Landlord

And

Christopher Milley Tenant
Jehnna Smit

ALMA OSHAWA GP INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Milley and Jehnna Smit (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 13, 2025.

The Landlord's Legal Representative Sara Murtadha, the Tenant Christopher Milley, and the Tenant Jehnna Smit attended the hearing.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

The Tenant's request to adjourn the hearing

1. The Tenant requested an adjournment following mediation on the basis that they had a "gut feeling" they required additional time to obtain a loan or borrow money from family members in order to address the rent arrears. The Tenant did not provide any evidence that steps had been taken to secure financing, nor did they provide any concrete timeline or confirmation that funds would become available if the hearing were adjourned.
2. In my view, the Tenant did not establish exceptional circumstances warranting an adjournment. The request was speculative and not supported by evidence demonstrating that an adjournment would meaningfully advance the resolution of the issues before the Board. Accordingly, the Tenant's request to adjourn the hearing was denied.

The Landlord's application for arrears of rent

3. 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.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$1,553.58. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$51.08. This amount is calculated as follows: $\$1,553.58 \times 12$, divided by 365 days.
7. The Tenant has paid \$1,000.00 to the Landlord since the application was filed.
8. The rent arrears owing to November 30, 2025 are \$8,685.74. This was undisputed at the hearing.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,417.50 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.
11. Interest on the rent deposit, in the amount of \$42.62 is owing to the Tenant for the period from September 1, 2024 to November 13, 2025.

Relief from eviction

12. The Tenant requested relief from eviction pursuant to section 83 of the Residential Tenancies Act, 2006 (the "Act"). The Tenant testified that they lost their employment after being injured at work and are currently receiving approximately \$700.00 per month from Ontario Works. The Tenant stated that an application for ODSP has been pending for nearly two years and that they are awaiting approval and potential back pay, which they hope would allow them to clear the rent arrears. The Tenant requested at least one additional month, expressing hope that they could then pay the arrears and resume paying rent on time.
13. The Landlord opposed the Tenant's request for relief from eviction. On cross-examination, the Tenant acknowledged that their current household income is approximately \$2,300.00 per month, including income earned by another occupant, and that after paying rent and monthly expenses, there is no surplus income available. The Tenant further acknowledged that there is no confirmation that ODSP benefits or back pay will be approved or paid, and no evidence was filed to substantiate that such funds are forthcoming. The Landlord submitted that the arrears are substantial, that only one payment has been made since June 2025, and that the Tenant does not have the financial capacity to both pay ongoing rent and meaningfully reduce the arrears.

14. 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. In my view, the Tenant's submissions fail to prove that the Tenant is willing or able to pay their lawful rent in full and on time, or repay the rent arrears owing. Therefore, to provide relief from eviction would unfairly prejudice the Landlord.

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:**
 - \$8,871.74 if the payment is made on or before January 20, 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 20, 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 20, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,411.62. 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 \$51.08 per day for the use of the unit starting November 14, 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 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 21, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 20, 2026, then starting January 21, 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 21, 2026.

January 9, 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 expires on July 21, 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 20, 2026

Rent Owing To January 31, 2026	\$9,685.74
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
Total the Tenant must pay to continue the tenancy	\$8,871.74

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

Rent Owing To Hearing Date	\$9,685.74
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
Less the amount of the last month's rent deposit	- \$1,417.50
Less the amount of the interest on the last month's rent deposit	- \$42.62
Total amount owing to the Landlord	\$7,411.62
Plus daily compensation owing for each day of occupation starting November 14, 2025	\$51.08 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	