



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

File Number: LTB-L-085229-25

In the matter of: A, 10 LEONIA ST
CORNWALL ON K6H 5L6

Between: 12008491 Canada Inc. Landlord

and

Christina Varley Tenant

12008491 Canada Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Christina Varley (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 Representative, Lisa Lynn Duchene, 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 \$1,625.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$53.42. This amount is calculated as follows: \$1,625.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to December 31, 2025, are \$6,500.00. The Tenant did not contest the outstanding arrears.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$1,625.00 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 \$33.28 is owing to the Tenant for the period from February 27, 2025, to December 22, 2025.

Relief from Eviction

10. Section 83 of the *Residential Tenancies Act, 2006* (the 'Act') requires the Board to consider whether it would be unfair to grant an eviction order, having regard to all circumstances, including the Tenants' personal circumstances, the reasons for the rent arrears, the Tenant's ability to remedy the arrears within a reasonable time, and any prejudice that may be experienced by the Landlord.
11. In this case, the parties were unsuccessful resolving the issue of rent arrears through a payment plan. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenant to pay off all outstanding amounts and void the order.
12. The Landlord submitted that the ongoing arrears have caused financial prejudice, including costs associated with the maintenance of the rental unit.
13. The Tenant testified that she is a single mother of two boys, ages 3 and 4, who attend school near the rental unit. She stated that an eviction would impact her and her children.
14. During cross examination she stated that her parents live a town away but indicated that there is not enough room for her and her children at her parent's house.
15. The Tenant further testified that the arrears arose in part because she has been financially supporting her parents. The Tenant stated that her mother has been diagnosed with cancer and her father is blind. During the hearing, the Tenant provided me with her monthly expenses which exceeds her income.
16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until January 31, 2026, pursuant to subsection 83(1)(b) of the Act.
17. I find that a short postponement is reasonable to allow the Tenant an opportunity to preserve her tenancy, or if necessary, secure alternative accommodation.

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 Board in trust:**
 - \$8,311.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

3. The Tenant may also make a motion at the Board 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 31, 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 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,577.96. 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 \$53.42 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 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 31, 2026, then starting February 1, 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 February 1, 2026.

January 9, 2026
Date Issued

Adeela Alvez
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 August 1, 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 31, 2026

Rent Owing to January 31, 2026	\$8,125.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,311.00

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

Rent Owing to Hearing Date	\$6,050.24
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,625.00
Less the amount of the interest on the last month's rent deposit	- \$33.28
Total amount owing to the Landlord	\$4,577.96
Plus, daily compensation owing for each day of occupation starting December 23, 2025	\$53.42 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	