



## **Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006**

**Citation:** St. Thomas - Elgin Social Services v Chase, 2026 ONLTB 4496

**Date:** 2026-01-16

**File Number:** LTB-L-066729-25-RV

**In the matter of:** 12 SIMCOE ST  
ST THOMAS ON N5R4L8

**Between:** St. Thomas - Elgin Social Services Landlord

**And**

Jourdan Chase Tenant

### **Review Order**

St. Thomas - Elgin Social Services (the 'Landlord') applied for an order to terminate the tenancy and evict Jourdan Chase (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-066729-25 issued on October 17, 2025.

On October 23, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On October 24, 2025, interim order LTB-L-066729-25-RV-IN was issued, staying the order issued on October 17, 2025.

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

The Landlord's agent, J. Devries, and the Tenant attended the hearing. The Tenant spoke to Tenant Duty Counsel prior to the hearing.

### **Agreed Facts:**

1. The Tenant agrees to move from their current rental unit to a one bedroom unit.
2. The monthly rent is \$996.00, due on the first day of each month.
3. The Tenant has not paid any rent since October 2025.
4. Based on the Monthly rent, the daily rent/compensation is \$32.75. This amount is calculated as follows: \$996.00 x 12, divided by 365 days.

5. The rent arrears owing to November 30, 2025 are \$4,823.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. There is no last month's rent deposit.

At the hearing, the parties consented to the following order. I was satisfied that the parties understood the consequences of their consent.

**On consent, it is ordered that:**

1. The request to review order LTB-L-066729-25 issued on October 17, 2025, is granted.
2. The order LTB-L-066729-25 issued on October 17, 2025, and interim order LTB-L-066729-25-RV-IN issued on October 24, 2025, are both cancelled. They are replaced by the following order.
3. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
4. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$7,001.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.
5. 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 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
6. **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.**
7. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,635.25. 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.
8. The Tenant shall also pay the Landlord compensation of \$32.75 per day for the use of the unit starting November 20, 2025 until the date the Tenant moves out of the unit.
9. 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.
10. 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.

11. 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 16, 2026**

**Date Issued**

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Nancy Morris

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                           | \$6,815.00        |
| Application Filing Fee                                   | \$186.00          |
| <b>Total the Tenant must pay to continue the tenancy</b> | <b>\$7,001.00</b> |

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

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$4,449.25           |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$4,635.25</b>    |
| Plus daily compensation owing for each day of occupation starting November 20, 2025                                 | \$32.75<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |