



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

File Number: LTB-L-088374-25

In the matter of: 27 ANFRED STREET
LEAMINGTON ON N8H5L3

Between: KEN LASI Landlord

And

SARAH WIEBE Tenant

KEN LASI (the 'Landlord') applied for an order to terminate the tenancy and evict SARAH WIEBE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 8, 2026. The Landlord, the Landlord's representative, Christine Joy, and the Tenant attended the hearing. The Tenant met with Duty Counsel prior to the commencement of 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 \$1,547.50. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$50.88. This amount is calculated as follows: $\$1,547.50 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$10,832.50.
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 did not dispute the amount owing in arrears. She explained that she was involved in a toxic relationship that left her financially and emotionally drained and resulted in her losing her job in June of 2025. Her income consists solely of Canada Child Benefits and Trillium benefits of \$2,600.00 a month. She explained that she has made no payments to the Landlord because she has been using her benefits to pay her car, insurance and other bills.
11. The Tenant presented no viable plan to pay the rent and arrears. She indicated that she would try to borrow money to pay the arrears. She stated that if she is unable to obtain a loan for the arrears, she would be able to pay the rent along with \$300.00 a month towards the arrears as her car is now paid off.
12. The Landlord indicated that he tried several times to meet with the Tenant to work on a plan to pay the rent and arrears but that the Tenant stood him up twice. He stated that he is experiencing financial stress as a result of the Tenant's non-payment of rent and that he no longer can afford to keep the property.
13. I have considered the Tenant's circumstances, including the fact that this is a long-term tenancy and the Tenant has four daughters, against the circumstances of the Landlord. Having done so, I find it would be overly unfair to the Landlord to grant the Tenant relief from eviction.
14. The Tenant prioritized her car payment and other bills over payment of her rent and arrears. I find this to be unreasonable given the arrears are substantial. I am of the view that if the Tenant were able to obtain a loan to pay the arrears, she would have taken steps to do so well in advance of the hearing. Given the Tenant's evidence with respect to her income, I am not convinced this is a viable tenancy and granting any relief from eviction would be prejudicial to the Landlord who is under extreme financial stress.

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:**
 - \$11,018.50 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 \$9,878.04. 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 \$50.88 per day for the use of the unit starting January 9, 2026 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

Dawn Sullivan

Vice Chair, 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	\$10,832.50
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,018.50

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

Rent Owing To Hearing Date	\$9,692.04
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$9,878.04
Plus daily compensation owing for each day of occupation starting January 9, 2026	\$50.88 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	