



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

**Citation:** FARES INVESTMENT CORPORATION v WHYNOT, 2026 ONLTB 3734

**Date:** 2026-01-15

**File Number:** LTB-L-086577-25

**In the matter of:** Ground Floor, 1 Foxley St  
Toronto ON M6J1P9

**Between:** Fares Investment Corporation

Landlord

**And**

Lisa Whynot  
Andrew Stochansky

Tenants

Fares Investment Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict LISA WHYNOT and Andrew Stochansky (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 6, 2026.

The Landlord's Representative, Kathleen Lovett, and the Tenants, Lisa Whynot, attended the hearing.

### **Determinations:**

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$3,075.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$101.10. This amount is calculated as follows: \$3,075.00 x 12, divided by 365 days.
5. The Tenants have paid \$3,700.00 to the Landlord since the application was filed.
6. The parties agree that the rent arrears owing to January 31, 2026, is \$9,225.00.

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 \$3,000.00 from the Tenants 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 \$35.04 is owing to the Tenants for the period from June 18, 2025, to January 6, 2026.
10. 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 Tenants, and find that it would not be unfair to postpone the eviction until February 28, 2026, pursuant to subsection 83(1)(b) of the Act.
11. The Tenant, Lisa Whynot ('LW'), testified that she has been extremely ill and in and out of the hospital since May 2025. The Tenants paid off the previous rent arrears and then starting September 2025, they fell into arrears again, after LW fell sick a second time. She has had pneumonia three times in the last year and needs weekly transfusions. LW has been gainfully employed since November 2025 but had to pay large medical bills so she could not pay rent in addition to that. LW is unable to go to into the office and is forced to work from home due to her weakened immunity. The Tenants have decided to sell their condo which is currently rented. This may take a while, but it should pay off the arrears and rent for the next few months as well. LW testified she cannot move into her own property as she cannot afford the mortgage and maintenance fees. The Tenants are also unable to move due to her health issues and reduced immunity levels.
12. The Landlord is not willing to grant the Tenants additional time unless they have an agreement of purchase and sale and a fixed timeline for when they can pay off the arrears.
13. I find that currently the tenancy is not viable, but I am also considering the circumstances of the Tenants and including the health issues being faced by LW. I am granting the Tenants some additional time to find resources to pay off the arrears or find an alternate place to move to. Any further delay after that may be prejudicial to the Landlord as the rent arrears are substantial.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$9,411.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$12,486.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after February 28, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
  4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 28, 2026.**
  5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$3,907.56. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
  6. The Tenants shall also pay the Landlord compensation of \$101.10 per day for the use of the unit starting January 7, 2026, until the date the Tenants move out of the unit.
  7. If the Tenants do not pay the Landlord the full amount owing on or before February 28, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 1, 2026, at 4.00% annually on the balance outstanding.
  8. If the unit is not vacated on or before February 28, 2026, then starting March 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 March 1, 2026.

**January 15, 2026**  
**Date Issued**

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Sheena Brar  
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 September 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 Tenants 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                                                          | \$12,925.00       |
| Application Filing Fee                                                                  | \$186.00          |
| <b>Less</b> the amount the Tenants paid to the Landlord since the application was filed | - \$3,700.00      |
| <b>Total the Tenants must pay to continue the tenancy</b>                               | <b>\$9,411.00</b> |

**B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026**

|                                                                                         |                    |
|-----------------------------------------------------------------------------------------|--------------------|
| Rent Owing To February 28, 2026                                                         | \$16,000.00        |
| Application Filing Fee                                                                  | \$186.00           |
| <b>Less</b> the amount the Tenants paid to the Landlord since the application was filed | - \$3,700.00       |
| <b>Total the Tenants must pay to continue the tenancy</b>                               | <b>\$12,486.00</b> |

**C. Amount the Tenants must pay if the tenancy is terminated**

|                                                                                                                     |                       |
|---------------------------------------------------------------------------------------------------------------------|-----------------------|
| Rent Owing To Hearing Date                                                                                          | \$10,456.60           |
| Application Filing Fee                                                                                              | \$186.00              |
| <b>Less</b> the amount the Tenants paid to the Landlord since the application was filed                             | - \$3,700.00          |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$3,000.00          |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                             | - \$35.04             |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$3,907.56</b>     |
| Plus daily compensation owing for each day of occupation starting January 7, 2026                                   | \$101.10<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                       |