



Order under Section 69 Residential Tenancies Act, 2006

Citation: SKPM RENTS 16 v QUINN, 2026 ONLTB 5108

Date: 2026-01-16

File Number: LTB-L-084819-25

In the matter of: 710, 70 Spadina Rd
Toronto ON M5R2T6

Between: SKPM RENTS 16 Landlord

And

YEMA QUINN Tenant

SKPM RENTS 16 (the 'Landlord') applied for an order to terminate the tenancy and evict YEMA QUINN (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 12, 2026.

The Landlord's representative Sharon Harris and the Tenant Yema Quinn attended the hearing.

Determinations:

L1 Application

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 \$1,849.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.79. This amount is calculated as follows: \$1,849.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,448.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$5,064.00.

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 \$1,849.00 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 \$30.53 is owing to the Tenant for the period from April 1, 2025 to January 12, 2026.

Tenant's Section 82 Application

10. The Tenant filed a number of documents in support of her own application pursuant to section 82, but did not file and serve the form "Issues a Tenant Intends to Raise". As a result the Tenant's claims related to maintenance were not considered in this hearing. The Tenant is in a position to file their own separate T6 application.
11. The other documents which were related to the Tenant's personal circumstances are applicable to the Tenant's submissions related to section 83 of the Residential Tenancies Act, 2006 (the 'Act'). Those documents produced by the Tenant at the hearing related to her circumstances were considered.

Relief from Eviction

12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), 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.
13. I have considered in making the determination not to postpone eviction the length of the tenancy which is less than a year old. The Tenant lives in the bachelor apartment alone and has been in arrears since September, 2025.
14. The Tenant provided information regarding her income and expenses, and based on those submissions, I find the tenancy is not viable. The Tenant is currently not employed although she has supplementary self-employment income that earns her an insufficient amount to meet basic needs after rent is paid.
15. The Tenant has been unemployed twice since the Tenancy began and acknowledges she has struggled to maintain employment due to mental health and physical issues. I have taken into account the Tenant's disability and mental health situation, but also that she states she is highly skilled and is confident she will find employment. Although she is seeking employment now, there is no certainty when she will gain employment soon, with no specific interview, job offer or date she is starting a new job. Ontario Works refused the Tenant's application in 2025, and no evidence was proffered that any other application to social housing supports was made.
16. I find it would be unfair to the Landlord to impose a payment plan, given the financial history of this tenancy. The Tenant received significant funds as a result of her termination yet chose to prioritize other expenses over her rent in December. The Tenant's proposed

payment plan would have the arrears paid in four years at a rate of \$100,00 a month, which is not reasonable in the circumstances, and likely to fail. The Tenant cannot in my view, afford this tenancy. Imposing a payment plan in the circumstances would be unfair to the Landlord.

17. I've considered that the Tenant's family lives out of province and she has few supports near to her. Based on those difficulties and her lack of employment I accept it may be more difficult for her to find alternate accommodations, and therefore, find an extended voidable order to February 28, 2026 not unfair to 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:**
 - \$5,250.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$7,099.00 if the payment is made on or before February 28, 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 February 28, 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 February 28, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,250.95. 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 \$60.79 per day for the use of the unit starting January 13, 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 February 28, 2026, the Tenant 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 16, 2026

Date Issued

Julie Broderick

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 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	\$8,512.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,448.00
Total the Tenant must pay to continue the tenancy	\$5,250.00

B. Amount the Tenant 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	\$10,361.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,448.00
Total the Tenant must pay to continue the tenancy	\$7,099.00

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

Rent Owing To Hearing Date	\$7,392.48
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,448.00
Less the amount of the last month's rent deposit	- \$1,849.00
Less the amount of the interest on the last month's rent deposit	- \$30.53
Total amount owing to the Landlord	\$2,250.95
Plus daily compensation owing for each day of occupation starting January 13, 2026	\$60.79 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	