



Order under Section 69 Residential Tenancies Act, 2006

Citation: St George's Residence v Bassett, 2026 ONLTB 5075

Date: 2026-01-20

File Number: LTB-L-086923-25

In the matter of: 202, 505 SIMCOE ST S
OSHAWA ON L1H4J9

Between: St George's Residence Landlord

And

Shirley Bassett Tenant

St George's Residence (the 'Landlord') applied for an order to terminate the tenancy and evict Shirley Bassett (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 Carli De Vos and the Tenant attended the hearing. However, the Tenant disconnected at 3:34 p.m. during cross-examination and did not return to the hearing room. The hearing continued with only the Landlord's submissions at 4:20 p.m.

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 \$1,303.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$42.84. This amount is calculated as follows: \$1,303.00 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 January 31, 2026 are \$7,818.00. The Tenant does not dispute the amount owing.

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 \$1,100.00 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 \$115.83 is owing to the Tenant for the period from March 1, 2020 to January 12, 2026.

Relief From Eviction

10. As discussed below, 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 March 31, 2026 pursuant to subsection 83(1)(b) of the Act.
11. The Tenant has lived in the residential complex since 2020 and resides in a bachelor apartment alone. She is retired and receives Old Age Pension and Canada Pension Plan. Based on the information provided by the Tenant she is of limited means with few expenses. Arrears accrued because the Tenant was in hospital in the fall.
12. However, the Tenant's testimony in this regard is contradictory and not credible. She claims she had no phone while she was in hospital from August through to November, so she could not pay the rent, and has no friends or family to assist, however, she agrees she texted the Landlord that she was in hospital. The Landlord also provided information that she in fact paid the rent in September. The Tenant stated she did not know how to pay the rent in advance or arrange for preauthorized payments, or post-dated cheque to ensure her obligations were met.
13. I find her explanation regarding a change of bank equally confusing. The Tenant testified she changed banks in November and by doing so she lost \$2,500.00, because the bank would not permit her to access those funds. She is still trying to solve the problem and this is why she hasn't paid the rent since July.
14. She could not explain where the income that would have paid the rent has gone, but explained the bank told her they sent it back to the government. She provided no documentary support for this statement and agrees she did not call the government to find out where her money was.
15. The Tenant proposed a payment plan that would see her pay
16. The Tenant disconnected from the hearing during cross examination and did not return to the hearing room.
17. I don't agree with the Landlord that the Tenant is unable to afford the rental unit. However, with no reasonable explanation for non-payment and no resolution forthcoming I find it would be unfair to order a payment plan. Nothing has changed since the Tenant stopped paying rent in the summer of 2025 to realistically conclude that the Tenant will be able to

afford to pay the arrears in a reasonable length of time or be in a position to start paying rent again.

18. However, I am mindful there may be vulnerabilities not disclosed in this hearing. Given the Tenant's age and minimal income, I find an extended order to March 31, 2026 not unreasonable or unfair to the Landlord. This extended time will give the Tenant time to find alternate accommodations and seek social supports to help her resolve what banking issues she may have, perhaps be in a position to void this order.

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:**
 - \$8,004.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$9,307.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$10,610.00 if the payment is made on or before March 31, 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 March 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 March 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,999.25. 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 \$42.84 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 March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.

January 20, 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 October 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	\$7,818.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,004.00

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	\$9,121.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,307.00

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$10,424.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,610.00

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

Rent Owing To Hearing Date	\$7,029.08
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,100.00
Less the amount of the interest on the last month's rent deposit	- \$115.83
Total amount owing to the Landlord	\$5,999.25
Plus daily compensation owing for each day of occupation starting January 13, 2026	\$42.84 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	