



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

File Number: LTB-L-085420-25

In the matter of: 40-02, 2420 BARONWOOD DR
OAKVILLE ON L6M0X6

Between: Sayan Bhattacharya Landlord

And

Kedicia Trotman Tenant

Sayan Bhattacharya (the 'Landlord') applied for an order to terminate the tenancy and evict Kedicia Trotman (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 22, 2025.

The Landlord, the Landlord's Legal Representative, Janet van Oordt, and the Tenant attended 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 \$2,850.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$93.70. This amount is calculated as follows: \$2,850.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,850.00 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$8,550.00. The Tenant did not dispute the amount of the arrears.
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.

Section 83 Considerations:

9. The Tenant has 3 children, with her youngest being 3 months old. She testified that when she went on maternity leave, her employer had an error on her Record of Employment, which delayed her receiving employment insurance (EI). She is currently receiving \$740.00 biweekly from EI and she testified her daughter will be in daycare at the end of January 2026.
10. The Tenant testified that her job is commission based and her monthly income including child tax benefit is approximately \$3,000.00, and she is looking for another job. The Tenant proposed a repayment plan of \$400.00 per month. The Tenant sought at least a 60 day delay in eviction due to having 3 young children, it being wintertime, and also that she does not have any family that can assist her..
11. The Landlord stated they are empathetic to the Tenant's position, but they do not think the payment plan the Tenant has presented is viable.
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 accept the Tenant's evidence that she has 3 young children and recently had a baby, and that an eviction would have a significant impact on her family. The payment plan proposed by the Tenant is not viable as her monthly income would not pay for both ongoing rent and \$400.00 in arrears even after she returns to work, and I find that her evidence regarding finding new employment to be speculative.. I am satisfied that a short delay in eviction would not be unfair in these circumstances to allow the Tenant time to move out of the rental unit. However, given that the arrears are not insignificant, it would be unfair to delay the eviction longer.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
1. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$11,586.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$14,436.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
2. 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.

3. **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.**
4. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,947.40. 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.
5. The Tenant shall also pay the Landlord compensation of \$93.70 per day for the use of the unit starting December 23, 2025 until the date the Tenant moves out of the unit.
6. 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.
7. 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.
8. 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

Allana McComb

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	\$14,250.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,850.00
Total the Tenant must pay to continue the tenancy	\$11,586.00

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	\$17,100.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,850.00
Total the Tenant must pay to continue the tenancy	\$14,436.00

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

Rent Owing To Hearing Date	\$10,611.40
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,850.00
Total amount owing to the Landlord	\$7,947.40
Plus daily compensation owing for each day of occupation starting December 23, 2025	\$93.70 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	