



Order under Section 69 Residential Tenancies Act, 2006

Citation: Thiessen v McGugan, 2026 ONLTB 5011

Date: 2026-01-20

File Number: LTB-L-099583-25

In the matter of: 37, 180 SOUTH EDGEWARE RD
ST THOMAS ON N5P4E8

Between: Anny Thiessen

Landlord

And

Jennifer McGugan

Tenant

Anny Thiessen (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer McGugan (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 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.

Lawful Rent Dispute

3. The Tenant disputes the amount of rent and the arrears owing because she argues her rent geared to income subsidy should be reinstated. The Tenant gave evidence of how her subsidy was lost, and the attempts to reinstate that subsidy over the past year.
4. The Board is specifically prohibited in section 203.1 of the *Residential Tenancies Act*, 2006 the ('Act') from making determinations or decisions regarding eligibility for or the amount of any rent subsidy. As a result, although the Tenant's situation is difficult, I can only determine this matter based on the rent that is before me, which is market rent.

5. The Tenant does not dispute the amount of arrears owing, apart from the loss of the rent subsidy. I find therefore that the lawful rent is \$1,663.00. It is due on the 1st day of each month.
6. Based on the monthly rent, the daily rent/compensation is \$54.67. This amount is calculated as follows: \$1,663.00 x 12, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to January 31, 2026 are \$4,714.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$139.00 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.
11. Interest on the rent deposit, in the amount of \$0.10 is owing to the Tenant for the period from January 1, 2026 to January 12, 2026.

12. Relief from Eviction

13. 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.
14. The Tenant has lived in the rental unit since 2016. She now occupies a three-bedroom unit, however given she is only one person, she is considered 'over housed'. I note that the City has offered the Tenant smaller units which have for various reasons not been accepted by the Tenant. Most recently, the Tenant was in hospital and didn't receive the notice her application for a smaller unit had been accepted until it was past the deadline to respond and was withdrawn. The Landlord advises the Tenant has now lost subsidy and is once again on the wait list for a smaller unit.
15. The Tenant receives ODSP, which she assures will provide top up for housing if she has a letter as to the amount. Although no documentation was provided by ODSP about that request for top up, I accept that the Tenant applied.
16. The Tenant requires a letter from the Landlord stating what her market rent is, and one was sent to her email in August of 2025, but she lost access to that email. There is some dispute between the parties whether the Tenant requested another letter in October, but it is clear the Landlord has not provided a second copy. Regardless, the provision of a letter may have no impact to the ability of the Tenant to afford this rental unit because ODSP only provides funding up to a certain amount, and I accept the Landlord's submission that it is unlikely ODSP will completely fund the Tenant's rent.
17. Based on the information provided by the Tenant of her income, I find her proposed payment plan in her current financial circumstances unrealistic. I also find that no reasonable guaranteed change in those circumstances is forthcoming.

18. I have considered that the Tenant has made no good faith payments of rent to the Landlord except one small amount of \$285.71 since the application was filed. This tells me she is either unwilling or unable to afford either the base market rent, or any amount towards arrears. The Tenant assures that ODSP and an organization called COBB will jointly pay all of her rent and arrears, but she provided no documentation supporting this for me to determine the certainty, amount or timing of that funding.
19. Accordingly, I find that although complete relief from eviction or a payment plan is unrealistic, and unfair to the Landlord in this case, I find that an extended order, which will allow the Tenant to obtain any possible funding and void this order is not unreasonable or unfair to the Landlord. I expect the Landlord will facilitate a rent letter to the correct email address after this hearing.

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:**
 - \$4,900.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$6,563.00 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 \$3,753.94. 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 \$54.67 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 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 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	\$4,714.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$4,900.00

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	\$6,377.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,563.00

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

Rent Owing To Hearing Date	\$3,707.04
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$139.00
Less the amount of the interest on the last month's rent deposit	- \$0.10
Total amount owing to the Landlord	\$3,753.94
Plus daily compensation owing for each day of occupation starting January 13, 2026	\$54.67 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	