



Order under Section 69 Residential Tenancies Act, 2006

Citation: Anna Moore Group Inc. on behalf of Steven Neely v Upson, 2026 ONLTB 6013

Date: 2026-01-16

File Number: LTB-L-088269-25

In the matter of: 19, 91 COUGHLIN RD
BARRIE ON L4N0L6

Between: Anna Moore Group Inc. on behalf of Steven Neely Landlord

And

Leo Upson Tenants
Denise Donnelly

Anna Moore Group Inc. on behalf of Steven Neely (the 'Landlord') applied for an order to terminate the tenancy and evict Leo Upson and Denise Donnelly (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord's Legal Representative Jennifer Fiegehen and the Tenants 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 \$1,847.27. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.73. This amount is calculated as follows: \$1,847.27 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 \$7,705.87.

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 \$1,700.00 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 \$207.40 is owing to the Tenant for the period from June 1, 2019 to January 12, 2026.
10. The Tenants do not dispute the arrears owing and would like an opportunity to maintain the tenancy. They have resided in the rental unit for the past seven years. The Tenants have looked at alternative housing in the area, but they both have service dogs and medical issues which limit the type of housing available to them in addition housing options in the area are more expensive and beyond their means.
11. The Tenant Leo Upson suffered a stroke in May and only received one disability payment, but has not been able to return to work since as he currently has no use of his left arm. The Tenant Denise Donnelly was terminated from her job in September when the business she was working for closed and has been looking for work since that time. Currently their only source of income is a widower's pension that Denise Donnelly receives in the amount of \$490.00 per month.
12. Both Tenants have applied for Employment Insurance at the end of October, early November, but have not received an update on their applications. In addition the Tenants have sought assistance from a rent bank and have an appointment scheduled at the beginning of February, 2026.
13. The Landlord is seeking termination due to the arrears of rent owing. The Landlord's Legal Representative submits that the tenancy is no longer viable based on the current income of the Tenants.
14. Having considered all of the disclosed circumstances and submissions of the parties the Tenants should be provided additional time to preserve the tenancy. They have resided in the rental unit for the past seven years. The Tenant Leo Upson is still recovering from a stroke, both Tenant's also have service animals which may make finding alternative housing more difficult. The Tenants currently have a meeting scheduled with a rent bank at the beginning of February and both Tenants have applied for Employment Insurance. A delay until the end of February should provide the Tenants time for the Employment Insurance Applications to be processed and a determination with respect to potential assistance from the rent bank. Although the delay is not ideal for the Landlord. The Landlord holds a last month's rent deposit on behalf of the Tenants which will help to mitigate any potential non-payment of rent that may occur during the delayed eviction 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.

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:

- \$7,891.87 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$9,739.14 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 \$4,865.96. 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 \$60.73 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

Sean Ramage
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	\$7,705.87
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,891.87

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	\$9,553.14
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,739.14

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

Rent Owing To Hearing Date	\$6,587.36
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,700.00
Less the amount of the interest on the last month's rent deposit	- \$207.40
Total amount owing to the Landlord	\$4,865.96
Plus daily compensation owing for each day of occupation starting January 13, 2026	\$60.73 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	