



Order under Section 69 Residential Tenancies Act, 2006

Citation: Simpson v Renton, 2026 ONLTB 6650

Date: 2026-01-20

File Number: LTB-L-092124-25

In the matter of: BASEMENT UNIT – 41 SUGARCANE AVE
BRAMPTON ON L6R 3E8

Between: Carla Cordella Simpson

Landlord

and

Tenesha Renton

Tenant

Carla Cordella Simpson (the 'Landlord') applied for an order to terminate the tenancy and evict Tenesha Renton (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 15, 2026.

The Landlord, her support person Winston Webb and the Tenant's agent Marlon Ingram attended the hearing.

Determinations:

1. The Tenant's attended to advise that the Tenant is unable to join the hearing but had granted him full authority to represent her. He identified himself as the Tenant's spouse. In these circumstances, I agreed to receive evidence and submissions from the Tenant's agent on behalf of the Tenant.
2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$1,950.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$64.11. This amount is calculated as follows: \$1,950.00 x 12, divided by 365 days.
6. The Tenant agrees that she has not made any payments since the application was filed.

7. The Tenant did not dispute that rent arrears owing to January 31, 2026 are \$21,450.00.
8. The Tenant's agent explained that a period of unemployment had disrupted the Tenant's income stream but offered no details such as when that happened and what if any income the Tenant has at present. The Tenant's agent suggested that the tenancy could be preserved by repaying the arrears in installments but offered no details resembling a plan of any sort. Nothing about the Tenant's ability to pay was placed in evidence. Although the Tenant's agent suggested he can contribute to repaying the arrears he offered no concrete proposal.
9. In the alternative, the Tenant requested a delay of eviction until August 2026 to allow the Tenant's children to finish the school year at their current school. The Tenant's agent testified that changing schools in the middle of the academic year would be disruptive to their studies but led no evidence of the Tenant's efforts to find other accommodation in the same catchment area. The Landlord's circumstances are that she has a modest income, is the parent of two children, and is in danger of defaulting on her mortgage as the substantial arrears have been mounting unabated since March 2025.
10. On considering all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that a short delay of eviction would not be unfair allow the Tenant additional time to move out. Termination will be postponed until February 7, 2026 pursuant to subsection 83(1)(b) of the Act.
11. The Tenant submitted that the Notice of Termination is incapable of supporting an application for termination because it fails to identify the rental unit as required by clause 43(1)(a) of the Act. The Landlord lives in the main portion of the house and the Tenant is renting the basement which is a self-contained dwelling with a separate entrance from the street. The N4 Notice does not specify "Basement Unit" or any other unit designator but correctly identifies the municipal address of the residential complex. The Tenant presented no evidence of any confusion or other prejudice by the omission. I find the N4 Notice adequately describes the rental unit because it uses the same designation agreed by the parties in the tenancy agreement. In case of error, I find the N4 Notice is substantially compliant within the meaning of section 212 of the Act because the omission of "Basement Unit" or similar designator has caused no confusion or any other prejudice to the Tenant's ability to void the N4 Notice by paying the arrears or presenting a defence.
12. An order will go amending the application and style of cause to ensure the Court Enforcement Office (Sheriff) can locate the rental unit affected by this order.
13. The Landlord collected a rent deposit of \$1,950.00 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. Interest on the rent deposit, in the amount of \$39.04 is owing to the Tenant for the period from February 2, 2025 to January 15, 2026.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The application and style of cause are amended to include the identifier "Basement Unit" in the address of the rental unit.
2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$21,636.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$23,586.00 if the payment is made on or before February 7, 2026. See Schedule 1 for the calculation of the amount owing.
4. 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 7, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 5. **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 7, 2026.**
 6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$18,658.61. This amount includes rent arrears owing up to the date of the hearing. 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.
 7. The Tenant shall also pay the Landlord compensation of \$64.11 per day for the use of the unit starting January 16, 2026 until the date the Tenant moves out of the unit.
 8. If the Tenant does not pay the Landlord the full amount owing on or before February 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 8, 2026 at 4.00% annually on the balance outstanding.
 9. If the unit is not vacated on or before February 7, 2026, then starting February 8, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 10. 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 February 8, 2026.

January 20, 2026
Date Issued

Nersi Makki
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 August 8, 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	\$21,450.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$21,636.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 7, 2026

Rent Owing To February 28, 2026	\$23,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$23,586.00

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

Rent Owing To Hearing Date	\$20,461.65
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,950.00
Less the amount of the interest on the last month's rent deposit	- \$39.04
Total amount owing to the Landlord	\$18,658.61
Plus daily compensation owing for each day of occupation starting January 16, 2026	\$64.11 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	