



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

File Number: LTB-L-082715-25-AM

In the matter of: Basement Apartment, 173 Harold **Street**
Brampton ON L6Y2G3

Between: Rosalind Samuel Landlords
Laurie Samuel

And

Kibirige Elson Tenant

This amended order is issued to correct a clerical error in the original order. The correction has been bolded and underlined for ease of reference.

Rosalind Samuel and Laurie Samuel (the 'Landlords') applied for an order to terminate the tenancy and evict Kibirige Elson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 11, 2025.

The Landlords and the Tenant attended the hearing. The Tenant consulted with Tenant Duty Counsel prior to the hearing.

Determinations:

Preliminary Issue – rent unit not identified in L1 application

1. The Tenant stated that the Landlord failed to identify the rental unit in the application. The Landlords stated that the rental unit was identified on the Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) as “Basement Apartment.”
2. The application is amended to reflect the rental unit of “Basement Apartment.” There is no prejudice to either party in amending the application. Given that the Tenant is in attendance, I was satisfied that the absence of “basement apartment” on the application did not impede her ability to participate in this proceeding. Additionally, there was no dispute that the rental unit was properly identified on the N4 Notice where it is required.

Preliminary Issue – Adjournment Request

3. The Tenant stated that she had been given two separate dates to attend at the LTB and it was only on the first date of December 2, 2025 that she was advised of today's hearing, being December 11, 2025. She stated that she was unable to take today off work as there was insufficient time and is currently at work. The Landlords stated that there were always two dates because there were separate applications filed. The Landlords asserted that the Tenant like them would have received both dates and applications separately.
4. The Tenant's request for an adjournment was denied. It is now just after 11:00 a.m., the Tenant was in attendance at this hearing for almost two hours, was able to consult with Tenant Duty Counsel, and is able to adequately participate now that this matter has been called.
5. The Tenant then requested the adjournment in order to prepare her evidence, mostly regarding issues she has experienced at the rental unit. The Tenant is entitled to file her own application with the LTB when her evidence is prepared and available.

L1 application

6. The Landlord served the Tenant with a valid 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$2,500.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.
10. The Tenant has paid \$1,500.00 to the Landlord since the application was filed.
11. The Tenant asserted that payments totalling \$2,500.00 have not been credited to her account. She stated that a \$1,000.00 cheque was sent to the Landlord in August and that she paid \$1,500.00 to the Landlords (\$1,300.00 by cheque and \$200.00 in cash). The Landlords confirmed that these payments were received and that they were applied to July 2025 rent and a portion to August 2025 rent.
12. The N4 Notice at the root of this application confirmed a payment of \$500.00 in August 2025. The Tenant did not provide any proof of any other payments after the two described above.
13. Based on the evidence before, I was satisfied that the rent arrears owing to December 31, 2025 are \$10,500.00.
14. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlords collected a rent deposit of \$2,500.00 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.

16. Interest on the rent deposit, in the amount of \$77.91 is owing to the Tenant for the period from September 13, 2024 to December 11, 2025.

Relief From Eviction

17. 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 January 15, 2026 pursuant to subsection 83(1)(b) of the Act.
18. The Landlords requested an order for eviction as no rent has been paid since August 2025. They stated that they have attempted to communicate this issue with the Tenant and she becomes upset and violent. They also stated that they reside upstairs and the Tenant has retaliated with turning off the water. They further do not trust that the Tenant would be able to maintain the tenancy by paying the rent arrears and accruing rents.
19. The Tenant stated that she resides in the unit with her two children, ages 9 and 11 years. She just recently got a job and confirmed that her first paycheck will be on December 12, 2025 and that she makes \$28.00/hour working full-time hours. She also stated that she will need to put money aside for first and last month's rent at a new unit, and therefore cannot pay the arrears. She is willing to pay the monthly rent until she finds a new place.
20. The rent arrears currently are significant being over \$10,000.00, the Tenant has not made any payments to the Landlords since the application was filed, and the Tenant has no ability to pay these arrears owing in a reasonable timeframe. In these circumstances, I find that it would be unfair to delay the eviction beyond January 15, 2026. This delay until January 15, 2026 provides the Tenant some additional time to find alternate accommodations for her children and her.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
 - \$10,686.00 if the payment is made on or before December 31, 2025. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$13,186.00 if the payment is made on or before January 15, 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 January 15, 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 January 15, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,512.18. 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 Landlords owe 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 \$82.19 per day for the use of the unit starting December 12, 2025 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlords the full amount owing on or before January 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 16, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 15, 2026, then starting January 16, 2026, the Landlords 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 Landlords on or after January 16, 2026.

December 17, 2025
Date Issued

January 21, 2026
Date Amended

Lisa Del Vecchio
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 July 16, 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 December 31, 2025

Rent Owing To December 31, 2025	\$12,000.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$1,500.00
Total the Tenant must pay to continue the tenancy	\$10,686.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 15, 2026

Rent Owing To January 31, 2026	\$14,500.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$1,500.00
Total the Tenant must pay to continue the tenancy	\$13,186.00

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

Rent Owing To Hearing Date	\$10,404.09
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$1,500.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$77.91
Total amount owing to the Landlord	\$6,512.18
Plus daily compensation owing for each day of occupation starting December 12, 2025	\$82.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

