



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-091944-25

In the matter of: Upper-Level Unit, 1157 Charminster Cres
Mississauga ON L5V1P9

Between: Judy Singh Landlords
Chevalier Leonard McCalla

And

Ramona Miller Tenants
Dante Forbes

Judy Singh and Chevalier Leonard McCalla (the 'Landlords') applied for an order to terminate the tenancy and evict Ramona Miller and Dante Forbes (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 13, 2026.

The Landlords, the Landlords' Legal Representative, Taff Butters, and the Tenant, Ramona Miller ('R.M'), attended the hearing.

R.M was authorized to act on behalf of the Tenant Dante Forbes ('D.F'), and spoke with *Tenant Duty Counsel* prior to the hearing.

Determinations:

Arrears of Rent

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The parties agree that the lawful rent is \$2,300.00. It is due on the first (1st) day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 x 12, divided by 365 days.

5. The parties agree that the Tenants have not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026, are therefore \$18,400.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$2,300.00 from the Tenants and this deposit is still being held by the Landlords. 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 \$73.91 is owing to the Tenants for the period from September 12, 2024, to January 13, 2026.

Relief From Eviction

10. The Landlords sought the termination of the tenancy due to the substantial amount of the rent arrears.
11. The Landlord, Chevalier Leonard McCalla (hereafter referred to as 'C.L.M') testified that the Landlords currently have limited financial means, with their primary household income now solely dependent on the income from the Landlord Judy Singh.
12. C.L.M stated that the Landlords therefore rely on the rent payments from the Tenants in order to pay for the expenses related to the rental unit and the residential complex, including the mortgage, the property taxes, the insurance and the utilities. The lack of payment from the Tenants is therefore causing a financial strain on the Landlords.
13. The Landlords have attempted to negotiate with the Tenants an agreement including terms of payment for the Tenants' arrears, but the Tenants were not responsive to the Landlords' overtures.
14. R.M testified that they moved into the rental unit during the month of September 2024.
15. R.M indicated that they are currently unemployed, and are unable to seek employment as a result of their medical issues, as it appears from a copy of the *Heart Function Clinic, Cardiopulmonary Department After Visit Summary*, dated October 27, 2025 (DOC-7103083; Exhibit 1).
16. R.M stated that their financial situation was rendered more complicated as a result of their appeal process with their insurance provider, Blue Cross, as it appears from a copy of the letter from Blue Cross dated August 8, 2025 (DOC-7103060; Exhibit 2).
17. R.M indicated that prior to moving into the rental unit D.F was injured, as it appears from the pictures of D.F taken during their hospitalization (DOC-7103070; Exhibit 3, *in bundle*).
18. R.M stated that while D.F has mostly recovered from their physical injuries, sudden changes can lead to mood swings. D.F is not currently employed.

19. R.M indicated that their current financial situation would not allow them to propose a repayment plan. They intend to repay the Landlords once their financial situation is more stabilized.
20. R.M has set aside the amount of \$4,000.00, which they intend to rely upon in the event their tenancy was to be terminated. They acknowledged that they have been without a source of revenue since the month of April 2025.
21. The Tenants have started to look for alternate housing accommodations. They estimate needing no less than sixty (60) days to move as they have not been able to find accommodations that would meet their needs.

Analysis

22. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act*, 2006 (the 'Act'), including whether the Landlords attempted to negotiate a repayment agreement with the Tenants, along with the length of the tenancy and the Tenants' payment history since being served the N4 Notice and the filing of the application, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
23. Indeed, the Tenants do not currently have the financial means to enter into a repayment plan and do not currently have any sources of income. Despite having (limited) funds set aside, the Tenants have failed to make a singular payment to the Landlords for the rental period starting April 1, 2025, and ending January 31, 2026.
24. While the Tenants may intend to rely on the resolution of their other legal proceedings (Exhibit 2) to make payments to the Landlords, the date of the resolution of these proceedings, and their potential outcome are unknown to the Tenants.
25. While the Tenants sought for the Board to delay the eviction, the medical notes submitted by the Tenants (Exhibit 1) did not clarify the effect of R.M's diagnosis on their ability to move, or when – in the opinion of a medical professional - they would be able to move.¹
26. While undated, the pictures of D.F (Exhibit 3) do not depict a contemporaneous representation of their medical or physical situation, as their ailments would currently relate to digestive issues and potential mood swings. In this circumstance, the Tenants did not submit medical notes for the Board to consider, nor did they provide an adequate description of D.F's diagnosis, or clarify the effect of any such a diagnosis on their ability to move, or when – in the opinion of a medical professional - they would be able to move.²
27. Since it is apparent that the Tenants do not have the financial capability to continue the tenancy of their own accord, under their current circumstances (as they have been without any source of income since the month of April 2025 and have limited savings), I find that the Tenants' inability to pay the arrears of rent and the ongoing rent would result in additional significant prejudice to the Landlords; and given the substantial amount of arrears, I do not find it appropriate to grant relief from eviction.

¹ *Wang v. Oloo*, 2023 ONSC 1028.

² *Wang v. Oloo*, 2023 ONSC 1028.

28. The Landlords should not have to further bear the burden of a Tenants' financial difficulties. As a result, I have terminated the tenancy in accordance with the terms set out below

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$18,586.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after January 31, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before January 31, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$14,895.15. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlords compensation of \$75.62 per day for the use of the unit starting January 14, 2026, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before January 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 31, 2026, then starting February 1, 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 February 1, 2026.

January 20, 2026
Date Issued

Alexandre Traboulsi
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 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 Tenants 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	\$18,400.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$18,586.00

B. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$17,083.06
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,300.00
Less the amount of the interest on the last month's rent deposit	- \$73.91
Total amount owing to the Landlords	\$14,895.15
Plus daily compensation owing for each day of occupation starting January 14, 2026	\$75.62 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	