



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-L-023444-25-RV

In the matter of: 3, 15 RENFREW AVE E
RENFREW ON K7V2W6

Between: Farrell Fries Inc Landlord

And

Serena Ellis Tenant
Alex MacDonald

Review Order

Farrell Fries Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Serena Ellis and Alex MacDonald (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-023444-25 issued on June 17, 2025 as a result of a hearing that took place on June 11, 2025 where the Tenant was not in attendance.

On July 4, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On July 10, 2025 interim order LTB-L-023444-25-RV-IN was issued, staying the order issued on June 17, 2025.

This application was heard by videoconference on July 30, 2025.

The Landlord and the Tenant attended the hearing. The Tenant was assisted by Kare Smith, Tenant Duty Counsel.

Determinations:

1. For the reasons that follow the request to review is granted and the tenancy between the Landlord and the Tenant is terminated on July 10, 2025 and the Tenant shall pay to the Landlord \$7690.96 on or before February 7, 2026.

REQUEST TO REVIEW

2. Although the Tenant filed the review request, it appears that the order contains a serious error in that it finds that the Landlord served a N4 notice of termination when no such notice was submitted by the Landlord.

3. I raised this issue at the review hearing and the Landlord confirmed he was not able to find the N4 or the certificate of service.
4. The Tenant confirms that they did not receive the notices of termination because the Landlord did not give them one after finding out that they were expecting a child on January 14, 2025.
5. Therefore I am satisfied the order contains a serious error and the request to review is granted.

L1 APPLICATION

6. It is uncontested that the Tenant has vacated the rental unit; the Tenant testified they left on July 8, 2025 and the Landlord's records show they left on July 10, 2025. Later, the Tenant's evidence confirmed that they left on July 10, 2025 but only informed the Landlord on July 12, 2025.
7. Based on the submissions before me, I am satisfied the tenancy terminated on July 10, 2025 and rent arrears are ordered up to this date as per the Landlord's request.
8. The lawful rent was \$900.00 and due on the first day of each month. The daily compensation rate based on this amount is \$29.59.
9. The Tenant has been credited \$693.00 since the application was filed which reflects a payment made in September (\$388.00) and a credit provided to the Tenant for a leak issue in October of \$305.00).
10. The Landlord is holding a last month rent deposit of \$935.25 with interest paid to July 1, 2020. Interest for the period July 2, 2020 to June 10, 2025 is owed in the amount of \$78.69.
11. The arrears, less the last month deposit and interest owed, plus the application filing fee for the period ending July 10, 2025 totals \$7690.96.
12. The Landlord seeks a standard order for the arrears and costs.
13. The Tenant seeks a repayment plan where the Tenant pays \$200.00 every month until the arrears are paid in full. The Tenant submits they lost their job and have been trying to play catch-up. While the Tenant is working now, there are other bills they must take care of which is why they propose the lengthy repayment plan.
14. The Tenant seeks a repayment plan over time for the arrears. The Landlord opposes the request. Although the Board has the discretion to make such an order I am not prepared to do so in these circumstances. I say this because such an order carries little to no benefit for the Tenant.
15. Pursuant to s. 204 of the Act the Board may include in an order whatever conditions it considers fair in the circumstances. So the Board has the discretion to order payment over time or to delay payment. Typically when the Board does this, the order contains a clause that if the Tenant breaches the repayment plan, the balance immediately comes due and post-judgement interest starts to accrue.

16. So the issue for the Board is with respect to whether or not it would be fair in all of the circumstances to impose a repayment plan on the Landlord. Is there some compelling reason for the Board to exercise its discretion as the Tenant asks?
17. Rather obviously, the order the Tenant seeks would cause some prejudice to the Landlord – payment that is due and owing is delayed and the Landlord gains no interest in compensation for that delay until or unless the Tenant breaches the repayment plan. On the other hand, the post-judgement interest rate is low at 4.00%. So if the Tenant is required to pay \$7,690.96 the annual interest that accrues is \$307.64 or \$25.64 per month. Given this minimal amount, it seems to me that this extra cost is not a compelling reason to grant the Tenant's request in the face of the Landlord's objection.
18. The Tenant may feel that the benefit of a repayment plan is that it will not impact on his/her credit in the same way as a more traditional order, or it may not result in enforcement measures like garnishment of wages. It is not clear to me that this is true. The Landlord has the right to enforce a judgement debt regardless of whether or not interest is accruing and any creditor can register a debt with credit reporting agencies at will.
19. Given all of the above, I am not convinced that this is an appropriate case to exercise my discretion and delay payment or the accrual of interest.
20. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The request to review order LTB-L-023444-25 issued on June 17, 2025 is granted and replaced with the following order.
2. The interim order issued on July 10, 2025, is cancelled.
3. The arrears and costs owing to July 10, 2025 less the deposit and interest totals \$7,690.96 which shall be paid by the Tenant to the Landlord on or before February 7, 2026.
4. 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.

January 27, 2026
Date Issued

Sonia Anwar-Ali
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.