



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

File Number: LTB-L-091381-25

In the matter of: 312, 198 12TH ST
CLINTON ON N0M1L0

Between: VANASTRA LIONS CLUB APARTMENTS Landlord
INC.

And

Lydia Erickson Tenant

VANASTRA LIONS CLUB APARTMENTS INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Lydia Erickson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 22, 2026.

The Landlord's legal representative, Jennifer Smith, and the Tenant attended the hearing.

The Tenant was provided with summary legal advice by Tenant Duty Counsel prior to the hearing.

Determinations:

Preliminary Issue – Tenant's Adjournment Request

1. The Tenant submitted that she did not become aware of the hearing date until January 9, 2026, and did not realize until that date that her rent was not being paid directly by ODSP. The Tenant submitted that she suffers from a traumatic brain injury and stated that because of her injury she requires time to retain legal counsel to assist her.
2. The Tenant conceded that she does not check her mail regularly and only does so approximately once per month.
3. The Tenant further submitted that when she became aware of the Notice of Hearing, she immediately called the number noted for Tenant Duty Counsel and left a voice mail. The Tenant also called a community legal clinic the day prior to the hearing. Additionally, the Tenant reached out to her ODSP worker.

4. The Landlord opposed the Tenant's adjournment request. The Landlord's legal representative submitted the Landlord has sent approximately 16 different letters to the Tenant advising of different agencies which could provide her with financial assistance and providing contact information for those agencies. On December 3, 2025, the Landlord also contacted the Tenant's ODSP worker directly pursuant to the Tenant's signed consent. The Landlord's legal representative submitted that the Landlord had further contact with the Tenant's ODSP worker on January 15, 2026, and had discussions surrounding possible resolution of the Tenant's arrears.
5. The Tenant's request to adjourn the hearing was denied for the following reasons.
6. The Landlord's N4 notice was placed in the Tenant's mailbox on September 22, 2025. The Board subsequently sent the Tenant a copy of the Landlord's application and the Notice of Hearing by mail on December 20, 2025. There was no indication that the documents sent to the Tenant by the Board were returned to the Board or otherwise were undeliverable. The Landlord submitted 17 letters sent to the Tenant regarding the arrears starting in June 2024 and continuing until December 2025. I find it highly unlikely that the Tenant would be unaware that there were issues with rent arrears owed to the Landlord even considering that the Tenant does not diligently check her mailbox on a regular basis.
7. Interpretation Guideline 1 – Adjourning and Rescheduling Hearings sets out helpful information for parties to assist them in understanding the Board's usual interpretation of the law. Though the Guideline is not binding on me I find the information promotes consistency in decision-making and I choose to follow it. Guideline 1 states, in part:

...The granting of adjournments is at the discretion of the Member hearing the application or the Hearing Office conducting the case management. Pursuant to s. 21 of the *SPPA*, an adjournment will only be granted by the Board if it is required to permit **an adequate** hearing to be held.

Where the Member is satisfied that the party has received sufficient notice of the hearing and has been provided with an adequate opportunity to prepare their evidence and submissions, summons witnesses and obtain counsel ahead of the hearing date, an adjournment is not usually granted unless there are exceptional circumstances.
[emphasis added]
8. An "adequate" hearing does not mean a perfect hearing. The Tenant had an opportunity to speak with Tenant Duty Counsel prior to the hearing, the Tenant was advised that the Board would provide accommodations in the hearing as required due to the Tenant's health condition. The Tenant was advised that they could ask for frequent breaks, to slow the pace of the hearing, or for information to be repeated as required. The Tenant did not expressly ask for such accommodations nor did the Tenant present as requiring same during the hearing.
9. The LTB has an obligation to "adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter" (*Interpretation Guideline 1*). I find that the Tenant has had opportunity to know the issues,

the Tenant was provided with legal advice prior to the hearing, and the Tenant had the opportunity to be heard with accommodations as required.

10. When weighing the prejudice of the parties in these circumstances, I found the prejudice to the Landlord by the adjournment of proceedings outweighed that of the Tenant. Therefore, the Tenant's adjournment request was denied.

L1 Application

11. 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.
12. As of the hearing date, the Tenant was still in possession of the rental unit.
13. The lawful rent is \$686.00. It is due on the 1st day of each month.
14. Based on the Monthly rent, the daily rent/compensation is \$22.55. This amount is calculated as follows: \$686.00 x 12, divided by 365 days.
15. The Tenant has not made any payments since the application was filed.
16. The rent arrears owing to January 31, 2026, are \$7,130.00.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. There is no last month's rent deposit.

Relief from Eviction

19. It was undisputed that the Tenant lives in a Rent Geared to Income (RGI) unit. An updated assessment is required to restore the Tenant's rent from market to RGI.
20. The Tenant testified her only income is from ODSP and Canada Pension Disability in the total monthly amount of \$1,060.00. The Tenant's monthly expenses include food, internet (\$90.00), car insurance (\$70.00), and fuel for their vehicle.
21. The Landlord's legal representative submitted that the Landlord is agreeable to an 8-month payment plan; however, I find this is not a viable option for the Tenant as they do not have the income to support the plan even if RGI were restored.
22. Though I sympathize with the Tenant's situation, I find that it would be unfair to grant relief from eviction. However, the Tenant's situation does require a delay of eviction so that the Tenant can pursue financial assistance or secure alternative shelter.
23. 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 March 15, 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:**
 - \$8,002.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$8,688.00 if the payment is made on or before March 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 March 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 March 15, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,126.10. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$22.55 per day for the use of the unit starting January 23, 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 March 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 16, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before March 15, 2026, then starting March 16, 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 16, 2026.

February 2, 2026
Date Issued

Melissa Anjema
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 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 February 28, 2026

Rent Owing To February 28, 2026	\$7,816.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,002.00

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

Rent Owing To March 31, 2026	\$8,502.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,688.00

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

Rent Owing To Hearing Date	\$6,940.10
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$7,126.10
Plus daily compensation owing for each day of occupation starting January 23, 2026	\$22.55 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	